

CITY COUNCIL**The City of Orange Township, New Jersey**DATE April 6, 2021NUMBER 192-2021(WO)

TITLE: A RESOLUTION AMENDING RESOLUTION 21-2021 AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH JOSEPH A. GARCIA, ESQ. OF CLEARY GIACOBBE ALFIERI JACOBS, LLC FOR LEGAL SERVICES FROM JANUARY 1, 2021 TO DECEMBER 31, 2021 AT A RATE OF \$150.00 PER HOUR INCREASING THE CONTRACT BY \$15,000.00 MAKING THE NEW NOT TO EXCEED \$25,000.00 .

WHEREAS, there exists a need for professional services to provide legal services to the City Clerk regarding election law issues and when a conflict exists which prevents the City Attorney from representing or rendering advice to the Municipal Clerk; and

WHEREAS, the City of Orange Township 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, Joseph A. Garcia, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC has submitted a proposed contract indicating he will provide the professional services; and

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

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

WHEREAS, the agreement shall be amended to require an additional \$15,000.00 for Calendar Year 2021; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the Chief Financial Officer in account 1-01-20-121-000-308;

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, that the City Council of the City of Orange Township as follows:

1. The Mayor is hereby authorized and directed to execute a Non-Fair and Open Amended Agreement pursuant to N.J.S.A. 19:44A-20.5 with Joseph A. Garcia, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC for Professional Services to provide legal services to the City Clerk regarding election law and to serve as conflict counsel at the rate of \$150.00 per hour not to exceed \$25,000.00 for the Calendar Year 2021.

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 a Notice of this action shall be printed once in the Star Ledger.

Adopted: April 6, 2021

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President

CITY COUNCIL**The City of Orange Township, New Jersey**DATE January 19, 2021NUMBER 21-2021

TITLE: A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH JOSEPH A. GARCIA, ESQ. OF CLEARY GIACOBBE ALFIERI JACOBS, LLC FOR LEGAL SERVICES FROM JANUARY 1, 2021 TO DECEMBER 31, 2021 AT A RATE OF \$150.00 PER HOUR NOT TO EXCEED \$10,000.00.

WHEREAS, there exists a need for professional services to provide legal services to the City Clerk regarding election law issues and when a conflict exists which prevents the City Attorney from representing or rendering advice to the Municipal Clerk; and

WHEREAS, the City of Orange Township 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, Joseph A. Garcia, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC has submitted a proposed contract indicating he will provide the professional services; and


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

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the Chief Financial Officer in account 1-01-20-121-000-308;

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.

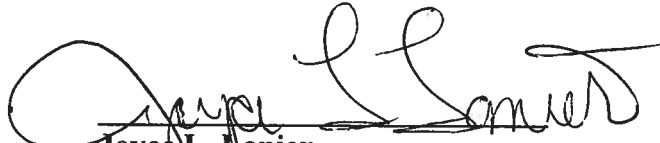
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Orange Township as follows:

1. The Mayor is hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Joseph A. Garcia, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC for Professional Services to provide legal services to the City Clerk regarding election law and to serve as conflict counsel at the rate of \$150.00 per hour 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.

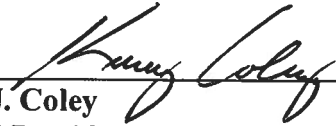
A. Mizell

CITY ATTORNEY

3. That a Notice of this action shall be printed once in the Star Ledger.

Adopted: January 19, 2021



Joyce L. Hanier
City Clerk



Kerry J. Coley
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2021 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2021 Budget, there will be sufficient funds to contract with:

Vendor Name: Cleary, Giacobbe, Alfieri, Jacobs, LLC.
Address: 955 State Route 34
Suite 200
City: Matawan
State: New Jersey
Zip Code: 07747

Purpose: Election Law Legal Services
Vendor ID: CLEAR020

Temporary Budget: \$ 2,500.00
Fund: Current Fund
Line Description CLERK EE - Elelction Expenses
Account Numbers(s): CY'21 1-01-20-121-000-308

The remainder of: \$ 7,500.00
will be provided in
Fund: Current Fund
Line Description CLERK EE - Elelction Expenses
Account Numbers(s): CY'21 1-01-20-121-000-308

Purchase Order #: 21-00018

Amount not to exceed: \$ 10,000.00

Division Head

Date

Nile Clements

1/7/2021

Chief Financial Officer

Date

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated _____ 2021, is made between,

CITY OF ORANGE TOWNSHIP

(hereafter referred to as the "Client")

whose principal business address is 29 N. Day Street. Orange, N.J. 07050

AND

CLEARY GIACOBBE ALFIERI JACOBS, LLC

(hereafter referred to as the "Law Firm")

its successors and assigns, whose address is 169 Ramapo Valley Road, Upper Level- Suite 105, Oakland, New Jersey 07436.

1. **Legal Services To Be Provided.** The Client agrees that the Law Firm will represent it as follows:

To represent the City of Orange Township Municipal Clerk in election related matters and when a conflict exists which prevents the City Attorney from representing or rendering advice to the Municipal Clerk.

The legal services to be provided shall include but not be limited to: representation and counseling on matters related to elections in the City of Orange Township; all necessary court and agency appearances; legal research; drafting correspondence; preparation and drafting of pleadings and other legal documents; trial and oral arguments preparation; conferences in person and by telephone with the Client and with others; hearings; special projects assigned by the Client; and related work to properly represent the Client in any matter.

2. **Legal Fees.** The Law Firm cannot predict or guarantee what its final bill will be. This will depend on the time spent and the amount of other expenses. The Law Firm retains the right to adjust its billing to reflect adequate compensation for the degree of complexity, urgency, or the level of success achieved beyond the actual time spent by its attorneys on any matter.

- a. **Hourly Rate.** The Client agrees to pay the Law Firm for legal services at the following rates:

| Rate Per Hour | Services |
|----------------------|-----------------|
| \$150.00 | All Attorneys |

- b. **All Services Will Be Billed.** The Client will be billed at the hourly rates set forth in Paragraph 2A for all services rendered. This includes telephone calls, dictating and reviewing letters, travel time to and from meetings and court, legal research, negotiations and any other service relating to the subject matter of this Agreement. The minimum charge for any service is 6 minutes, which is one-tenth (.1) of an hour.

3. **Costs and Expenses.** In addition to legal fees, the Client will pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services (prevailing market rates), photocopying charges (\$.15 per copy), facsimile transmissions (\$1.00 per page), telephone toll calls, postage, Interpreter/translators' fees (prevailing market rates), travel expenses (prevailing IRS rate), and any other necessary expenses.

The Law Firm may require that expert(s) be retained directly by the Client. The Client would then be solely responsible to pay the expert(s). It sometimes happens that there is a delay in the Law Firm's receipt of a cost or expense. For example, the Law Firm may receive an expense bill for an expert several months after the expert services were rendered. In such a situation, which sometimes occurs after the Law Firm has sent what it believes to be the final bill, the cost or expense will be included in a follow-up bill.

4. **Bills.** The Law Firm will send the Client itemized progress bills from time to time.
5. **Client's Responsibility.** The Client must fully cooperate with the Law Firm and provide all information relevant to the Law Firm's representation of the Client. The Client must also pay all bills as required by this Agreement. If the Client does not comply with these requirements, the Law Firm may withdraw from representing the Client.
6. **No Guarantee.** The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for the Client. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case or matter.
7. **Trust Money.** Any money received by the Law Firm to be placed in its Trust Account will be placed in a non-interest-bearing account unless specific written arrangements are made to the contrary.
8. **Duration.** This Agreement shall be effective January 1, 2021, and continue until December 31, 2021, or until a successor law firm or attorney is named and qualified. However, either Party may cancel this Agreement, with or without cause, by providing the other Party with written notice 30 days in advance of the termination.
9. **Affirmative Action.** Pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127, as amended), and N.J.A.C. 17:27-1 et seq., Law Firm agrees to the terms of the Mandatory Affirmative Action Language set forth below. Upon the execution of this Agreement, Law Firm will submit a Federal Affirmative Action Plan Approval, a Certificate of Employee Information Report, or a Complete Affirmative Action Employee Information Report (AA 302).

- a. **Mandatory Affirmative Action Language:**

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor 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, affectional or sexual orientation 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C.17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all

such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form M302.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such Information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance Investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

10. **Indemnification.** The Client agrees to hold harmless and indemnify the Law Firm, its officers, employees, agents or representatives for any and all causes of action, complaints, claims, judgments, damages, liabilities, obligations, promises, agreements, rights, costs, losses, debts and expenses of any nature whatsoever, including, but not limited to, counsel fees, for any lawsuit filed against the Law Firm, its officers, employees, agents or representatives, based upon a cause of action which may have accrued heretofore or which shall accrue hereafter, and which arose or shall arise out of the Law Firm's representation of the Client during the terms of both this Agreement or antecedent agreements.

11. **New Jersey Business Registration Requirements.** Law Firm shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). Law Firm shall provide a copy of its business registration upon execution of this Agreement. The Law Firm, as a contractor of the City of Orange Township, agrees to the following mandatory language:

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

12. **Full Agreement.** This Agreement shall be binding upon the parties and shall only be changed by a written agreement signed by all parties.
13. **Notice.** All notices under this Agreement must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, or sent via recognized overnight carrier, to the other party at the addresses set forth below.

Notices from the Client to the Law Firm shall be sent to:

Joseph A. Garcia, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road
Upper Level- Suite 105
Oakland, New Jersey 07094

Notices from the Law Firm to the Client shall be sent to:

Joyce L. Lanier City Clerk
City of Orange 29 N. Day Street
Orange, New Jersey 07050

14. **Signatures.** The Law Firm and the Client have read and agree to this Agreement. The Law Firm has answered all of the Client's questions and fully explained this Agreement to the Client's complete satisfaction. The Client has been given a copy of this Agreement. This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

Witness:

CLEARY GIACOBBE ALFIERI JACOBS, LLC

By: _____

By: _____

Joseph A. Garcia, Esq., Partner

Name/Title

Witness:

CITY OF ORANGE TOWNSHIP

By: _____

By: _____

Joyce L. Lanier, R.M.C. /City Clerk

Hon. Dwayne D. Warren, Esq., Mayor

Approved as to form, sufficiency and legality

Gracia Robert Montilus, Esquire
City Attorney

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

PAYEE NAME:

CLEARY GIACOBBE ALFIERI & JACOBS LLC

TRADE NAME:

ADDRESS:

955 STATE HWY 34 STE 200
MATAWAN NJ 07747-3106

SEQUENCE NUMBER:

1598238

EFFECTIVE DATE:

11/03/10

ISSUANCE DATE:

09/20/17



Director
New Jersey Division of Revenue

FORM-BRC

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

Certification 45751

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2020 to 15-NOV-2023

CLEARY GIACOBBE ALFIERI & JACOBS, LLC
955 STATE HIGHWAY 34, SUITE 200
MATAWAN NJ 07747



ELIZABETH MAHER MUOIO
State Treasurer

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I – Vendor Affirmation

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

Cleary Giacobbe Alfieri Jacobs, LLC

(Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 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 | |
| Kerry J. Coley | |
| Tency A. Eason | |
| Harold J. Johnson, Jr | |
| Weldon M. Montague, III | |
| Clifford R. Ross | |
| Jamie Summers-Johnson | |
| Adrienne Wooten | |
| | |
| | |

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 |
|------------------------------|--------------------------------|
| James J. Cleary | 107 Haven Way, Morganville, NJ |
| Matthew J. Giacobbe | 150 Andrew Avenue, Oakland, NJ |
| Salvatore Alfieri | 4 Colony Drive, Marlboro, NJ |
| Mitchell B. Jacobs | 9 Vista Drive Morganville, NJ |
| | |
| | |

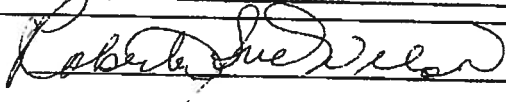
Part 3 – Signature and Attestation:

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: Cleary Giacobbe Alfieri Jacobs, LLC

Signed:  Title: Partner

Print Name: Joseph A. Garcia Date: 12/10/2020

| | |
|--|---|
| Subscribed and sworn before me the <u>10th</u> day of <u>December</u> , 20 <u>20</u> |  (Affiant) |
| My Commission expires: <u>5/10/21</u> | <u>Roberta Sue Wilson</u> (Print name & title of affiant) (Corporate Seal) |

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cleary Giacobbe Alfieri Jacobs, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
955 State Route 34, Suite 200

6 City, state, and ZIP code
Matawan, NJ 07747

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | |
|--|--|--|---|--|--|--|--|
| | | | - | | | | |
|--|--|--|---|--|--|--|--|

OR

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 7 | - | 3 | 6 | 8 | 0 | 2 | 2 | 4 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **11/30/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

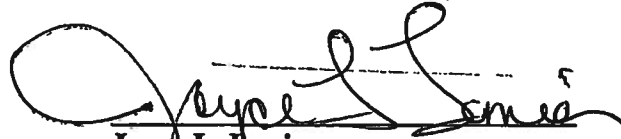
WHEREAS, additional funds are required for attorney's fees for the continued litigation; and

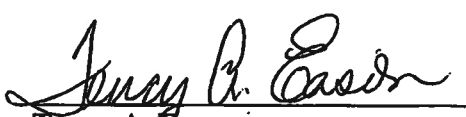
WHEREAS, the agreement with Lamb Kretzer, LLC shall be extended and amended to require an additional \$50,000.00 for the calendar year 2020; and

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: **MAY 19 2020**


Joyce L. Banier
City Clerk


Tency A. Eason
Council President

RESOLUTION NO. 204-2020

ON CONSENT AGENDA

REGULAR MEETING— MAY 19, 2020

MOTION TO ADOPT AS AMENDED: Williams

SECOND: Johnson, Jr.

YEAS: Jackson, Johnson, Jr., Summers-Johnson, Williams, Wooten and Council President Eason

NAYS: None

ABSTENTIONS: None

ABSENCES: Coley

**AMENDMENT TO CONTRACT
EXTENSION AGREEMENT**


THIS EXTENSION AGREEMENT is made this _____ day of _____, 2020 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 Pkwy, Secaucus, New Jersey (hereinafter referred to as "Counsel");

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement as follows:

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.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

CITY OF ORANGE TOWNSHIP


By: 
Dwayne D. Warren, Esq.,
Mayor

ATTEST:


Joyce Lanier, Municipal Clerk


3/26/2021

LAMB KRETZER, LLC

By: 
ALDO J. RUSSO.

ATTEST:

Approved as to form and sufficiency:


Gracia Robert Montilus
City Attorney

CITY COUNCIL**The City of Orange Township, New Jersey**DATE April 16, 2019NUMBER 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.

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

**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, Morham Park NJ |
| George Roselle | 1099 Johnstons Dr, Hillside, NJ |
| John Ferraro | 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

Donna McMahon
 DONNA MCMONAHAN
 A Notary Public of New Jersey
 My Commission Expires May 24, 2021
 (Print name & title of affiant) (Corporate Seal)

My Commission expires:

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:

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.

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.


Gracia Robert Montius

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

**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, Morham Park NJ |
| George Roselle | 1059 Johnstons Dr, Hillside, NJ |
| JOHN FEARNS | 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:



Title:

Partner

Print Name:

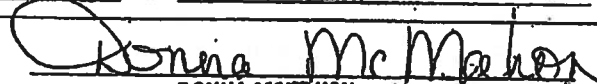
ALDO J. RUSSO

Date:

12/13/18

Subscribed and sworn before me the 3rd day of

Dec, 2018



DONNA MCMONAHAN

A Notary Public of New Jersey

My Commission Expires May 24, 2021

(Print name & title of affiant) (Corporate Seal)

My Commission expires:

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:

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 18, 2018

NUMBER 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, Gudin & 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.

CITY COUNCIL

The City of Orange Township, New Jersey

DATE February 18, 2020

NUMBER 64-2020

TITLE: A RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT BETWEEN THE CITY OF ORANGE TOWNSHIP AND LAMB KRETZER, LLC IN MATTERS AND LITIGATION REGARDING FELD LAWSUITS FOR A PERIOD OF NINETY (90) DAYS, ENDING MARCH 31, 2020 IN AN AMOUNT NOT TO EXCEED \$10,000.00

WHEREAS, on November 15, 2018, the City of Orange Township publicly advertised for bids to provide legal representation to the City in connection with various legal matters; and

WHEREAS, Resolution No. 73-2019, adopted on March 5, 2019, authorized Lamb Kretzer, LLC, to represent the City, its officers and employees; and

WHEREAS, the contract between Lamb Kretzer, LLC and the City of Orange Township expired on December 31, 2019; and


WHEREAS, the City continues to need the services of a qualified law firm while the City prepares and receives responses for the Request for Qualification; and


WHEREAS, Lamb Kretzer, LLC has agreed to extend its current contract with the City of Orange Township until March 31, 2020 under the same terms and conditions; as previously awarded; and

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

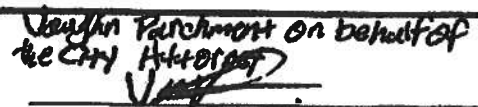
NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Orange Township does hereby authorize the Mayor to enter into an extension of the initial contract with Lamb Kretzer, LLC to provide legal services from January 1, 2020 to March 31, 2020 in an amount not to exceed \$10,000.00.

Adopted: **February 18, 2020**


Joyce L. Lanier
City Clerk


Tency A. Eason
Council President

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY


Nathan Parchment on behalf of
the City Attorney
CITY ATTORNEY

RESOLUTION NO. 64-2020

CONSENT AGENDA

REGULAR MEETING- FEBRUARY 18, 2020

MOTION TO ADOPT: Williams

SECOND: Summers-Johnson

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

NAYS: None

ABSTENTIONS: None

ABSENCES: None