

CITY COUNCIL

The City of Orange Township, New Jersey

DATE January 16, 2024

NUMBER 37-2024

TITLE: RESOLUTION RENEWING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW OFFICES OF LAMB KRETZER, LLC, TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN THE MATTER, "JOVAN VANZANT V. GS 153 TREMONT LLC, ET AL" Docket No. ESX-L-5329-22 IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2024

WHEREAS, by Resolution No. 415-2022, Lamb Kretzer, LLC, was, and remains a law firm authorized to represent the City of Orange Township, its officers and employees; and

WHEREAS, the City awarded the contract to Lamb Kretzer, LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19-44A-20.4 et seq; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of professional services contract to twelve (12) months; and

WHEREAS, the lawsuit is still ongoing and it is necessary to renew the contract for an additional twelve (12) month and to increase the contract amount by an additional \$20,000.00; and

WHEREAS, Lamb Kretzer, LLC agreed to provide these services at an hourly rate of \$150.00, including expenses; 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, authorizes extending the contract with Lamb Kretzer, LLC, 110B Meadowlands Parkway Ste. 201, Secaucus, N.J. 07094 until December 31, 2024, in an amount not to exceed \$20,000.00.

Adopted: January 16, 2024

Joyce Lanier
City Clerk

Tency A. Eason
Council President


A M Eason

**AMENDMENT TO CONTRACT
EXTENSION AGREEMENT**

THIS EXTENSION AGREEMENT is made this _____ day of _____, 2024 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 Ste. 201, Secaucus, N.J. 07094 (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 of 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, City Clerk

LAMB KRETZER, LLC

By: _____
George C. Roselle, Esq.

Approved as to form and sufficiency:

Gracia Robert Montilus
City Attorney

CITY COUNCIL**The City of Orange Township, New Jersey**DATE October 18, 2022NUMBER A15-0002

TITLE: A RESOLUTION AUTHORIZING THE SERVICES OF LAMB KRETZER, LLC, TO REPRESENT CITY OF ORANGE TOWNSHIP AND OMAR CROOM IN THE MATTER, "JOVAN VANZANT V. GS 153 TREMONT LLC, ET AL" DOCKET NO. ESX-L-5319-22 IN AN AMOUNT NOT TO EXCEED \$3,500.00 FOR CALENDAR YEAR 2022

WHEREAS, there exists a need for the City of Orange Township to retain legal representation on behalf of City of Orange Township and Omar Croom in connection with litigation, "Jovan Vanzant v. GS 153 Tremont LLC, et al."; and,

WHEREAS, Resolution No. 524-2021, adopted on December 21, 2021, authorized 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, PEJIP.

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

1. The Mayor and the City Clerk are hereby authorized and directed to execute the attached Agreement, in an amount not to exceed \$3,500.00, with Lamb Kretzer, LLC, 110B Meadowlands Parkway, Ste. 201, Secaucus, N.J. 07094.
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.
3. That the Agreement herein and this resolution is contingent upon certification of funds and appropriate funding to render payment for the services provided herein.

Adopted: October 18, 2022


Joyce Lanier, Municipal Clerk


Tracey A. Kasen, Council President

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY


CITY ATTORNEY

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, 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, Ste. 201, Secaucus, N.J. 07094 (hereinafter referred to as "Counsel");

WITNESSETH

WHEREAS, the City of Orange Township agrees to retain special counsel on behalf of the City and Lamb Kretzer, LLC, is agreeable to perform all the necessary legal matters pursuant to Resolution No. 524-2021 adopted on December 21, 2021 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: Jovan Vanzant v. GS 153 Tremont LLC, Elazar Simons a/k/a Eli Simons: City of Orange Township, its agents, servants and employees; Omar Croom, in his personal, individual, and official capacities; Homes Inspections LLC, Francine Lichtman, Hearth Realty Group LLC, Joshua Jacobs, John Does 1-10 (fictitious names) and ABC Corps 1-10 (fictitious names). 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 Three Thousand Five Hundred (\$3,500.00) 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 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.
5. 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.
6. 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.
7. Counsel shall serve under the supervision and discretion and at the pleasure of the City Attorney.
8. 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.
9. 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.
10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
11. 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: Dwayne D. Warren
Dwayne D. Warren, Esq., Mayor

ATTEST:

Joyce Lanier
Joyce Lanier, Municipal Clerk

LAMB KRETZER, LLC

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

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus
Gracia Robert Montilus
City Attorney