

CITY COUNCIL

The City of Orange Township, New Jersey

DATE January 16, 2024

NUMBER 39-2024

TITLE:

RESOLUTION RENEWING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW OFFICES OF LAMB KRETZER, LLC, TO REPRESENT THE CITY OF ORANGE TOWNSHIP AND WENDY SYKES IN THE MATTER, “AMANDA EDWARDS V. THE CITY OF ORANGE TOWNSHIP AND WENDY SYKES” DOCKET NO. ESX-L-002958-23 IN AN AMOUNT NOT TO EXCEED \$25,000.00 FOR CALENDAR YEAR 2024

WHEREAS, by Resolution No. 260-2023, 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 \$25,000.00; 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 \$25,000.00.

Adopted: January 16, 2024

Joyce Lanier
City Clerk

Tency A. Eason
Council President



**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 June 20, 2023NUMBER 260-2023**TITLE:**

A RESOLUTION AUTHORIZING THE SERVICES OF LAMB KRETZER, LLC, TO REPRESENT THE CITY OF ORANGE TOWNSHIP AND WENDY SYKES IN THE MATTER, "AMANDA EDWARDS V. THE CITY OF ORANGE TOWNSHIP AND WENDY SYKES" DOCKET NO. ESX-L-002958-23 IN AN AMOUNT NOT TO EXCEED \$25,000.00 FOR CALENDAR YEAR 2023

WHEREAS, there exists a need for the City of Orange Township to retain legal representation on behalf of City of Orange Township in connection with litigation, "Amanda Edwards v. City of Orange Township and Wendy Sykes"; and,

WHEREAS, Resolution No. 450-2022, adopted on November 14, 2022, 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, 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, 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 and the City Clerk are hereby authorized and directed to execute the attached Agreement, in an amount not to exceed \$25,000.00, 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: June 20, 2023


Joyce Lampert, Municipal Clerk


Tency A. Espon, Council President

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY


Gracia Robert Mendez

RESOLUTION NO. 268-2023

ON CONSENT AGENDA

REGULAR COUNCIL MEETING – June 20, 2023

MOTION TO ADOPT: Coley

SECOND: Summers-Johnson

YEAS: Coley, Hilbert, Montague, III, Ross, Summers-Johnson & Council President Eason

NAYS: None

ABSTENTIONS: None

ABSENCES: Wooten

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, 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. 450-2022 adopted on November 14, 2022 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: Amanda Edwards v. City of Orange Township and Wendy Sykes. 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 Thirty Five Thousand (\$25,000.00) 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

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 L. Danfer
Joyce Danfer, Municipal Clerk 10/17/23

LAMB KRETZER, LLC
By: George C. Roselle III
George C. Roselle, Esq.

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus 9/29/23
Gracia Robert Montilus
City Attorney