

CITY COUNCIL

The City of Orange Township, New Jersey

DATE _____

NUMBER 93-2024

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, "NORMA MOSCOSO AND CARLOS MOSCOSO V. CITY OF ORANGE TOWNSHIP, ET AL" DOCKET NO. ESX-L-6867-22 IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2024

WHEREAS, by Resolution No. 99-2023, 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) months 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, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account No. 4-01-20-155-000-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with Lamb Kretzer, LLC.

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:

Joyce Lanier
City Clerk

Tency A. Eason
Council President



A. MIZDAN



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 2024 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 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Lamb Kretzer LLC.
Address: 110B Meadowlands Pkwy

City: Secaucus
State: New Jersey
Zip Code: 07094

Purpose: Represent City v. Moscoso, Docket No. ESX -L-6867-22
Vendor ID: LAMB0010

Temporary Budget: \$ 5,000.00
Fund: Current Fund
Line Description LAW - Professional Services
Account Numbers(s): CY'24 4-01-20-155-000-519

The remainder of: \$ 15,000.00
will be provided in
Fund: Current Fund
Line Description LAW - Professional Services
Account Numbers(s): CY'24 4-01-20-155-000-519

Purchase Order # : 24-003114

Amount not to exceed: \$ 20,000.00

Division Head

Date

Nile Clements

1/29/2024

Chief Financial Officer

Date

**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 February 21, 2023

NUMBER 99-2023

TITLE: A RESOLUTION AUTHORIZING THE SERVICES OF LAMB KRETZER, LLC, TO REPRESENT SERGEANT RENE WILSON IN THE MATTER, "NORMA MOSCOSO AND CARLOS MOSCOSO V. CITY OF ORANGE TOWNSHIP, ET AL." DOCKET NO. ESX-L-6867-22 IN AN AMOUNT NOT TO EXCEED \$20,000.00 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, "Norma Moscoso and Carlos Moscoso v. City of Orange Township, et al."; 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, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account No. 3-01-20-155-000-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with Lamb Kretzer, LLC.

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 \$20,000.00, 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: February 21, 2023


Joyce Lambert, City Clerk


Tancy A. Gibson, Council President

 M REAR

RESOLUTION NO. 99-2023

ON CONSENT AGENDA

REGULAR COUNCIL MEETING – February 21, 2023

MOTION TO ADOPT: Summers-Johnson

SECOND: Montague, III

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

NAYS: None

ABSTENTIONS: None

ABSENCES: None

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: Norma Moscoso and Carlos Moscoso v. City of Orange Township, County of Essex and County of Essex Construction Board of Appeals. 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 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. 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.
4. 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.
5. 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.
6. Counsel shall serve under the supervision and discretion and at the pleasure of the City Attorney.
7. 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.
8. 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.
9. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
10. 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: [Signature]
Dwayne D. Warren, Esq., Mayor

ATTEST:

[Signature]
Joyce Lanier, Municipal Clerk

LAMB KRETZER, LLC

By: [Signature]
George C. Roselle, Esq.

ATTEST:

Approved as to form and sufficiency:

[Signature] 9/29/23
Gracia Robert Montilus
City Attorney

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.
Lamb Kretzer 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

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

Other (see instructions) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

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.
110 B Meadowlands Parkway Suite 201

6 City, state, and ZIP code
Secaucus, NJ 07094

7 List account number(s) here (optional)

8 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

4	6	-	3	3	9	6	0	3	4
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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 ▶ *Lisa M Roselle* Date ▶ *1/31/2024*

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.

