

CITY COUNCIL

The City of Orange Township, New Jersey

DATE March 5, 2024

NUMBER 152-2024

TITLE: **RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH THE ANTOINE LAW FIRMS, LLC AS COUNSEL TO REPRESENT POLICE OFFICER JOSHUA ANDERSON, POLICE OFFICER TAAL HARRIS, POLICE OFFICER PALMIERI, POLICE OFFICER RICHARD ROSAMILIA AND POLICE OFFICER RYAN MCKAY IN THE MATTER OF “NICHOLAS VICTORIA V. JOSHUA ANDERSON, ET AL” DOCKET NO. 2:23-CV-03765 IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2024**

WHEREAS, by Resolution No. 348-2023, adopted on September 5, 2023, The Antoine Law Firms, LLC, was and remains a law firms authorized to represent the City of Orange Township; and

WHEREAS, the City awarded the contract to The Antoine Law Firms, 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 for the City to renew its professional service contract with The Antoine Law Firms, LLC for an additional twelve (12) months period; and

WHEREAS, The Antoine Law Firms, 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 The Antoine Law Firms, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, authorizes extending the contract with The Antoine Law Firms, LLC, 52 Underwood Street, #1L, Newark, New Jersey 07106, until December 31, 2024, in an amount not to exceed \$20,000.00

Adopted: March 5, 2024

Joyce Lanier, Municipal Clerk

Tency A. Eason, Council President

 **A. 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 The Antoine Law Firms, LLC, 52 Underwood Street, #1L, Newark, New Jersey 07106 (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 The Antoine Law Firms, 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

THE ANTOINE LAW FIRMS, LLC

By: _____

ATTEST:

Approved as to form and sufficiency

**Gracia Robert Montilus
City Attorney**

CITY COUNCIL

The City of Orange Township, New Jersey

DATE September 19, 2023

NUMBER 384-2023

TITLE: RESOLUTION AUTHORIZING THE SERVICES OF THE ANTOINE LAW FIRM, LLC, TO REPRESENT POLICE OFFICER JOSHUA ANDERSON, POLICE OFFICER TAAL HARRIS, POLICE OFFICER PALMIERI, POLICE OFFICER RICHARD ROSAMILIA AND POLICE OFFICER RYAN MCKAY IN THE MATTER OF "NICHOLAS VICTORIA V. JOSHUA ANDERSON, ET AL" DOCKET NO. 2:23-CV-03765 IN AN AMOUNT NOT TO EXCEED \$10,000.00 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, "Nicholas Victoria v. Joshua Anderson, et al."; and,

WHEREAS, Resolution No. 450-2022, adopted on November 14, 2022, authorized The Antoine Law Firm, 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 and the City Clerk are hereby authorized and directed to execute the attached Agreement, in an amount not to exceed \$10,000.00, with The Antoine Law Firm, LLC, 542 Morristown Road, Linden, New Jersey 07036.
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: September 19, 2023


Joyce Lanier
City Clerk


Tency A. Eason
Council President



RESOLUTION NO. 384-2023

ON CONSENT AGENDA

REGULAR COUNCIL MEETING -- September 19, 2023

MOTION TO ADOPT: Wooten

SECOND: Ross

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

NAYS: None

ABSTENTIONS: None

ABSENCES: Summers-Johnson

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 **The Antoine Law Firm, LLC**, 542 Morristown Road, Linden, NJ 07036 (hereinafter referred to as "Counsel");

WITNESSETH

WHEREAS, the City of Orange Township agrees to retain special counsel on behalf of the City and The Antoine Law Firm, 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. **The Antoine Law Firm, LLC, is hereby retained as Special Counsel for City of Orange Township for the following matters: Nicholas Victoria v. Police Officer Joshua Anderson, Police Officer Taal Harris, Police Officer Richard Rosamilia and Police Officer Ryan McKay, John Doe Individuals (1-100), et al. 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 Ten Thousand (\$10,000.00) 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 The Antoine Law Firm, 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: 
Dwayne D. Warren, Esq., Mayor

ATTEST:


Joyce Lanier, Municipal Clerk

10/17/23

THE ANTOINE LAW FIRM, LLC

By: 
The Antoine Law Firm, LLC.

ATTEST:

Approved as to form and sufficiency:


Gracia Robert Montilus
City Attorney

9/29/23