

CITY COUNCIL

The City of Orange Township, New Jersey

DATE October 18, 2022

NUMBER 414-2022

TITLE: RESOLUTION AUTHORIZING THE SERVICES OF THE DAVID C. STANZIALE, LLC, TO REPRESENT THE CITY OF ORANGE TOWNSHIP AND ORANGE POLICE DEPARTMENT IN THE MATTER, "DEBORAH UPCHURCH V. INSERVCO INSURANCE COMPANY, ET AL" DOCKET NO. SOM-L-001034-22 IN AN AMOUNT NOT TO EXCEED \$3,500.00 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 Orange Police Department in connection with litigation, "Deborah Upchurch v. Inservco Insurance Company, et al."; and,

WHEREAS, Resolution No. 524-2021, adopted on December 21, 2021, authorized The David C. Stanziale, 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 \$3,500.00, with David C. Stanziale, LLC., 552 High Mountain Road, Ste. 3, North Haledon, New Jersey.
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.

Adopted: October 18, 2022

Joyce Lanier
City Clerk

Tency A. Eason
Council President

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 David C. Stanziale, LLC., 552 High Mountain Road, Ste. 3, North Haledon, New Jersey (hereinafter referred to as “Counsel”);

WITNESSETH

WHEREAS, the City of Orange Township agrees to retain special counsel on behalf of the City and David C. Stanziale, 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. David C. Stanziale, LLC, is hereby retained as Special Counsel for City of Orange Township for the following matters: Deborah Upchurch v. Inservco Insurance Company, City of Orange Township, Orange Police Department, Nancy Folkes, Shanell Booker, City of Orange Agent (1-10 Inservco Insurance Agent (1-10) John Doe Corp. 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 David C. Stanziale, 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, Esq., Mayor

ATTEST:

Joyce Lanier, Municipal Clerk

DAVID C. STANZIALE, LLC

By: _____
David C. Stanziale, Esq.

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus
City Attorney

CITY COUNCIL**The City of Orange Township, New Jersey**DATE December 21, 2021NUMBER 524-2021

TITLE: A RESOLUTION AUTHORIZING A LIST OF LAW FIRMS TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN REGARDS TO LITIGATION MATTERS ON AN AS NEEDED BASIS FOR A PERIOD OF ONE (1) YEAR FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

WHEREAS, on October 14, 2021, the City of Orange Township published Requests for Qualifications to establish a pool of qualified counsels 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, twenty (20) law firms have submitted resumes in response to the Request for Qualifications; and

WHEREAS, the Qualified Purchasing Agent evaluated the background and experience of each firm submitting responses to the City's Request for Qualifications; and

WHEREAS, two law firms are rejected for failure to comply with the bid specifications; and

WHEREAS, the law firms rejected are:


1. Vaughan Baio & Partners
317 George Street, Suite 320
New Brunswick, PA 08901
2. Jalloh Jalloh, LLC
21 West Blancke Street
Linden, New Jersey 07036

WHEREAS, the City Attorney recommends the law firms:

1. David C. Stanziale, LLC
552 High Mountain Road
North Halendon, New Jersey 07508
2. Lamb Kretzer, LLC
110B Meadowlands Parkway, Ste. 201
Secaucus, New Jersey 07094
3. The Antoine Law Firm, LLC
52 Underwood Street, Apt. 1L
Newark, New Jersey 07106
4. Florio, Kenny & Raval, LLP
125 Chubb Avenue
Lyndhurst, New Jersey 07071

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY


CITY ATTORNEY

5. **Michael A. Armstrong & Associates, LLC**
79 Mainbridge Lane
Willingboro, New Jersey 08046
 6. **Childress & Jackson, LLC**
280 South Harrison Street, Ste. 303
East Orange, New Jersey 07018
 7. **Ruderman & Roth, LLC**
150 Morris Avenue, Ste. 303
Springfield, New Jersey 07081
 8. **Chasan Lamperello, Mallon & Cappuzzo**
300 Lighting Way, Ste. 200
Secaucus, New Jersey 07094
 9. **Antonelli Kantor, P.C.**
354 Eisenhower Pkwy, Ste. 1000
Livingston, New Jersey 07039
 10. **Flanagan, Barone & O'Brien, LLC**
4 Essex Avenue, Ste. 200
Bernardsville, New Jersey 07924
 11. **Simmons Law, LLC.**
28 Washington Street, Suite 104
East Orange, New Jersey 07017
 12. **Weiner Law Group, LLP**
629 Parsippany Road
Parsippany, New Jersey 07054
 13. **Kaufman Semeraro & Leibman, LLP**
90 East Halsey Road, Suite 385
Parsippany, New Jersey 07054
 14. **DeCotiis, FitzPatrick, Cole & Giblin, LLP**
61 South Paramus Road
Paramus, New Jersey 07652
 15. **Brause, Brause & Ventrice, LLC**
276 Main Street
Metuchen, New Jersey 08840
 16. **The Law Offices of Yvette Gibbons, LLC**
4 South Orange Avenue, No. 139
South Orange, New Jersey 07079
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17. Murphy Orlando, LLC
30 Montgomery Street, 1st Floor
Jersey City, New Jersey 07302

18. Renaud Deappolonio, LLC
190 North Avenue E.
Cranford, New Jersey 07016

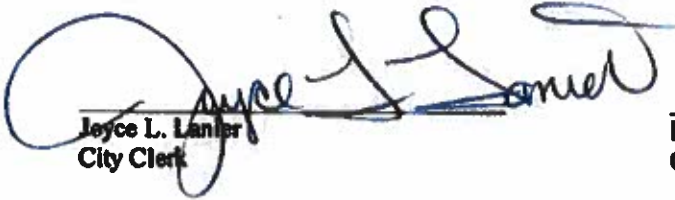
WHEREAS, said firms will only be selected to provide legal services on an as needed basis; and

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.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange Township, that the Mayor is hereby authorized to enter into Agreements with said law firms as required.

Adopted: December 21, 2021


Joyce L. Lanier
City Clerk


Kerry J. Coley
Council President

**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

David C. Stanziale, 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. Adrianna K. Wooten	
Hon. Tracy A. Essen	
Hon. Clifford R. Ross	
Hon. Harold J. Johnson	
Hon. Jamie Summers-Johnson	
Hon. Welden M. Montague	

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
David C. Stanziale	130 Tamboer Drive, North Haledon, NJ 07508

Part III - 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: David C. Stanziale, LLC

Signed: *David C. Stanziale* Title: Sole Member of LLC

Print Name: David C. Stanziale Date: 11/1/21

Subscribed and sworn before me the 1st day of November, 2021

Carol Lynn Vaccaro
(Affiant)

CAROL LYNN VACCARO
NOTARY PUBLIC OF NEW JERSEY

My Commission expires:

(Print name & title of affiant, if corporate sign)
My Commission Expires 2/15/22

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPT. OF TREASURY
OFFICE OF REVENUE

TAXPAYER NAME:
DAVIS, DANZALE, LLC, ATTORNEY AT LAW

TRADE NAME

ADDRESS:
652 HIGH MOUNTAIN ROAD
NORTH HAVEN, NJ 07063

SEQUENCE NUMBER:
1948

EFFECTIVE DATE:
07/23/07

ISSUANCE DATE:
09/28/11

FORM-BRC

[Signature]
Director
New Jersey Division of Revenue

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0700

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