

CITY COUNCIL

The City of Orange Township, New Jersey

DATE March 5, 2024

NUMBER 147-2024

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO HATFIELD SCHWARTZ LLC, TO REPRESENT CITY OF ORANGE TOWNSHIP IN THE MATTER, “DEBORAH UPCHURCH V. INSERVCO INSURANCE COMPANY, ET AL., DOCKET NO. ESX-L-6471-22, IN AN AMOUNT NOT TO EXCEED IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR CALENDAR YEAR 2024

WHEREAS, there exists a need for the City of Orange Township to retain legal representation on behalf of the City of Orange Township in connection with litigation, “Deborah Upchurch v. Inservco Insurance Company, et al.”; 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 \$40,000.00, with Hatfield Schwartz LLC, 240 Cedar Knolls Road, Ste. 303, Cedar Knolls, New Jersey 07927.
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: **March 5, 2024**

Joyce Lanier, Municipal Clerk

Tency A. Eason, Council President



TENCY A. EASON

AGREEMENT TO PROVIDE LEGAL SERVICES IN THE MATTER OF DEBORAH UPCHURCH V. INSERVCO INSURANCE COMPANY, CITY OF ORANGE TOWNSHIP, ET AL., DOCKET NO. ESX-L-6471-22

THIS AGREEMENT, 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 Hatfield Schwartz, LLC, 240 Cedar Knolls Road, Suite 303, Cedar Knolls, New Jersey 07927 (hereinafter referred to as “Counsel”);

WITNESSETH

WHEREAS, the City of Orange Township agrees to retain special counsel on behalf of the City and Hatfield Schwartz, LLC, is agreeable to perform all the necessary legal matters.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed as follows:

1. Hatfield Schwartz, LLC is hereby retained as Counsel for City of Orange Township for the following matters Deborah Upchurch v. Inservco Insurance Company, City of Orange, Orange Police Department, Nancy Folkes, Shanell Booker, City of Orange Agent (1-10) Inservco Insurance Agent (1-10) John Doe (1-10), Jane Does (1-10) ABC Corporation. 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 Forty Thousand (\$40,000.00) 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 Hatfield Schwartz, 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

HATFIELD SCHWARTZ, LLC

By: _____
Hatfield Schwartz, LLC

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus
City Attorney



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: HATFIELD SCHWARTZ LLC
Trade Name:
Address: 9 KINZEL LANE
WEST ORANGE, NJ 07052-0705
Certificate Number: 2460536
Effective Date: June 24, 2020
Date of Issuance: August 20, 2020

For Office Use Only:

20200820114922425

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.
Hatfield Schwartz LLC

2 Business name/disregarded entity name, if different from above
Hatfield Schwartz Law Group LLC

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

C Corporation

S Corporation

Partnership

Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

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.
240 Cedar Knolls Road, Suite 303

6 City, state, and ZIP code
Cedar Knolls, NJ 07927

7 List account number(s) here (optional)

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

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or

Employer identification number

8	5	-	1	5	5	1	1	0	7
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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 ▶ 

Date ▶ 1/5/25

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.