

CITY COUNCIL

The City of Orange Township, New Jersey

DATE March 5, 2024

NUMBER 148-2024

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, “STEVEN CAMPIONE AND AMY CAMPIONE V. CITY OF ORANGE TOWNSHIP, ET AL.” DOCKET NO. ESX-L-7349-18 AND CITY OF ORANGE TOWNSHIP V. STEVEN CAMPIONE AND AMY CAMPIONE, DOCKET NO. ESX-L-6795-18 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, “Steven Campione and Amy Campione v. City of Orange Township, et al. and City of Orange Township v. Steven Campione and Amy Campione”; 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 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 Hatfield Schwartz, 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 \$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 STEVEN CAMPIONE AND AMY CAMPIONE V. CITY OF ORANGE TOWNSHIP, ET AL.,

DOCKET NO. ESX-L-7349-18

AND

CITY OF ORANGE TOWNSHIP V. STEVEN CAMPIONE AND AMY CAMPIONE,

DOCKET NO. ESX-L-6795-18.

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 Steven Campione and Amy Campione v. City of Orange Township, et al., and City of Orange Township v. Steven Campione and Amy Campione. 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 Twenty 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 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