

RESOLUTION

No. 14-357

JUN 19 2014

Date of Adoption _____

Approved as to Form and Legality

Factual content certified by

[Signature]
City Attorney, [Signature]

[Signature]
Title: _____

Councilman /woman [Signature] presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO H. LEE WEARING, ESQUIRE TO PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES AT THE TRENTON MUNICIPAL COURT FOR THE CITY OF TRENTON, DEPARTMENT OF ADMINISTRATION, TRENTON MUNICIPAL COURT FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$86,160.00 - RFP2014-16

WHEREAS, the City of Trenton has a need for public defender services for the Department of Administration, Trenton Municipal Court; and

WHEREAS, a request for proposal was advertised, and three (3) proposals were received on May 22, 2014, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of H. Lee Wearing, Esq., 844 W. State St., Trenton, NJ 08618 was deemed to include the necessary qualifications and expertise for the performance of the services at the rate of \$210.00 per hour; in an amount not to exceed \$86,160.00; and

WHEREAS, funds have been certified to be available in account number 5-01--25-2520-290 contingent upon adoption of temporary or final FY 2015 budget;

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with H. Lee Wearing, Esq., 844 W. State St., Trenton, NJ 08618.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BETHEA	✓				HOLLY WARD	✓				MUSCHAL	✓			
CALDWELL WILSON	✓				MCBRIDE	✓								
CHESTER	✓				REYNOLDS JACKSON	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

[Signature]
President of Council

[Signature]
City Clerk

JUN 19 2014

PROFESSIONAL SERVICES CONTRACT

RFP # 2014-16

RESOLUTION #14-357

THIS CONTRACT, made this 19TH day of JUNE 2014 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **H. LEE WEARING, ESQUIRE, 844 WEST STATE STREET, TRENTON, NEW JERSEY 08618 ("CONTRACTOR")**.

WHEREAS, the City has need for **Professional Public Defender Services** at the Trenton Municipal Court for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to perform **Professional Public Defender Services** in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. **PROFESSIONAL SERVICES:** The City agrees to retain **H. Lee Wearing, Esq., 844 W. State Street, Trenton, NJ 08618** at the request of and under the general supervision of the City of Trenton, Department of Administration, Trenton Municipal Court.
2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:
 - The Services to be provided include, but are not limited to, providing representation of defendants determined to be eligible for Public Defender Services by a Trenton Municipal Court Judge
3. **DURATION OF THE CONTRACT:** This contract shall remain in full force effective beginning July 1, 2014 through June 30, 2015.
4. **COMPENSATION:**
 - (a) All work performed by Contractor according to the attached scope of services shall not exceed \$210.00 per hour in an amount to not exceed \$86,160.00.

(b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;

(c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 14-357**, which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Administration, Trenton Municipal Court. Notice shall be given in the billing cycle before the contract amount is expected to be exhausted.

5. **STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
6. **NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
7. **INTEGRATION:** RFP2014-16 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract.
8. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
9. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
10. **MISCELLANEOUS PROVISIONS:**

Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression,

affectional or sexual orientation, disability or nationality . Contractor 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, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.

Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

[Handwritten signature]

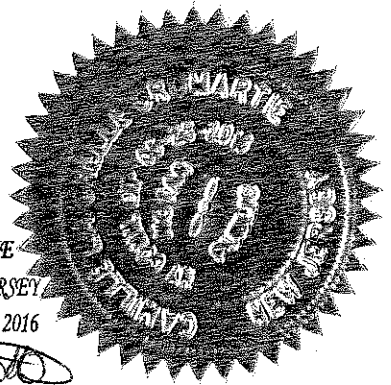
H. Lee Wearing, Esq.
844 W. State St.
Trenton, NJ 08618

Seal

Attest:

CAMILLE LA CHELLE CROMARTIE
NOTARY PUBLIC STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 23, 2016

[Handwritten signature of Camille La Chelle Cromartie]



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

CITY OF TRENTON

[Handwritten signature of Richard M. Kachmar]

RICHARD M. KACHMAR
CITY CLERK

[Handwritten signature of Eric E. Jackson]

ERIC E. JACKSON
MAYOR