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 FROM JULY 1, 2015 TO JUNE 30, 2016 IN AN AMOUNT NOT TO EXCEED $86,160.00 - RFP2015-14

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 four (4) proposals were received on April 16, 2015, 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 session in an amount not to exceed $86,160.00 July 1, 2015 to June 30, 2016; and

WHEREAS, funds have been certified to be available in account number 6-01-25-2520-290 contingent upon adoption of temporary or final FY 2016 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.
PROFESSIONAL SERVICES CONTRACT
RFP # 2015-14
RESOLUTION #15-327

THIS CONTRACT, made this 19th day of JUNE 2015 by and between the City of
Trenton, a municipal corporation of the State of New Jersey, ("City") and H. LEE
WEARING, ESQ.

WHEREAS, the City has need for PROFESSIONAL SERVICES to provide Public
Defender Services at the Trenton Municipal Court.

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

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL SERVICES: The City agrees to award a contract H. Lee Wearing, Esq.,
844 W. State St., Trenton, NJ 08618 for the City of Trenton, Municipal Court.

1. **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:

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force
and shall be awarded for a period beginning July 1, 2015 to
June 30, 2016 in the amount not to exceed $86,160.00.

3. **COMPENSATION:**

   (a) All work performed by Contractor according to the attached scope of
       services.

   (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. 15-327 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, Municipal Court.
4. **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.

5. **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.

6. **INTEGRATION:** RFP2015-14 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 nonbinding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract.

7. **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.

8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

9. **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.

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

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

Seal

Attest:

Nancy R Garza
Attorney at Law
State of NJ

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

ATTEST:

RICHARD M. KACHMAR
CITY CLERK

CITY OF TRENTON

ERIC E. JACKSON
MAYOR