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 GOLDENBERG, MACKLER, SAYEHG, LITZ, PFEFFER, BONCHI & GILL, ATTORNEYS AT LAW, 660 NEW ROAD, SUITE 1A, NORTHFIELD, NEW JERSEY 08225, TO CONDUCT IN REM FORECLOSURES SERVICES ON BEHALF OF THE CITY OF TRENTON, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED $350,000.00.

RFP 2017-29

WHEREAS, the City has a need for Professional Services to conduct in rem foreclosures services on behalf of the City of Trenton, Department of Housing and Economic Development for a period of one (1) year from date of award; and

WHEREAS, a request for proposals was advertised, and two (2) proposals were received on August 3, 2017 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Goldenberg, Mackler, Sayehg, Mintz, Pfeffer, Bonchi & Gill, Attorneys at Law, 600 New Road, Suite 1A, Northfield, New Jersey 08225 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed $350,000.00 have been certified to be available in account number 8-01-60-6020-290 contingent upon FY 2018 final 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 Goldenberg, Mackler, Sayehg, Mintz, Pfeffer, Bonchi & Gill, Attorneys at Law, 600 New Road, Suite 1A, Northfield, New Jersey 08225 for a period of one (1) year from date of award in an amount not to exceed $350,000.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-3.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on OCT 3 1 2017

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT

RFP2017-29
RESOLUTION 17-726

THIS CONTRACT, made this 3rd day of NOVEMBER 2017 by and between the CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State of New Jersey, ("City") and GOLDENBERG, MACKLERM SAYEHG, LITZ, PFIFFER, BONCHI & GILL, ATTORNEYS AT LAW, 660 NEW ROAD, SUITE 1A, NORTHFIELD, NEW JERSEY 08225 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL SERVICES to conduct in REM Foreclosures Services on behalf of the City of Trenton, Department of Housing and Economic Development in an amount not to exceed $350,000.00 for a period of one (1) year beginning November 3, 2017 to November 2, 2018.

WHEREAS, Contractor agrees to provide PROFESSIONAL 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 GOLDENBERG, MACKLERM SAYEHG, LITZ, PFIFFER, BONCHI & GILL, ATTORNEYS AT LAW, 660 NEW ROAD, SUITE 1A, NORTHFIELD, NEW JERSEY 08225 hereinafter set forth at the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development.

2. SCOPE OF SERVICES
   - Conducting foreclosure proceedings for the City of Trenton and performing all duties related thereto.

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of one (1) year from November 3, 2017 to November 2, 2018 in an amount not to exceed $350,000.00

3. COMPENSATION:
   (a) All work performed by the Contractor is a continuance to complete the project.
   (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

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: Resolution #17-726** 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 with the City of Trenton, Department of Housing and Economic Development.

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:**

a. 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 national origin. 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;

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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).

h. 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

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GOLDBERG, MACKLER, SAYEGH, LITZ, PFEFFER, BONCHI & GILL, ATTORNEYS AT LAW
660 NEW ROAD, SUITE 1A
NORTHFIELD, NEW JERSEY 08225

Seal: ___________________________ JANET A. BROWN

Attest: __________________________ A Notary Public of New Jersey
My Commission Expires April 28, 2019

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE 12/13/17

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

DATE