

# RESOLUTION

No. 19-262

Approved as to Form and Legality

Date of Adoption JUN 20 2019

*Peter J. Cohen, Assis. City Attorney*  
 John Morelli, Esq. CITY ATTORNEY  
 Councilman/woman

Factual content certified by *[Signature]*  
 Title:

presents the following Resolution:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL LEGAL SERVICES CONTRACT TO BERTHA L. SCOTT, ESQ, 101 KENSINGTON AVENUE, TRENTON, NEW JERSEY 08618 THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.5 ET SEQ., TO PROVIDE PROSECUTORIAL SERVICES IN TRENTON MUNICIPAL COURT IN AN AMOUNT NOT TO EXCEED \$23,000.00 - RFP2019-22**

WHEREAS, the City of Trenton has a need for municipal prosecutorial services with regard to matters concerning Trenton Municipal Court; and

WHEREAS, a request for proposal was advertised and six (6) proposals were received and were evaluated by a committee based on the criteria that included experience, understanding of the requirements and cost; and

WHEREAS, the proposal of Bertha L. Scott, Esq., 101 Kensington Avenue, Trenton, New Jersey 08618 was reviewed by the evaluation committee and recommended that a contract be awarded at a rate of \$215.00 per session in an amount not to exceed \$23,000.00 for the period of July 1, 2019 through June 30, 2020; and

WHEREAS, funds in an amount not to exceed \$23,000.00 have been certified to be available contingent upon the adoption of the temporary or final FY2020 Budget in Account No. 0-01- -35-3500-291.

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

1. The Mayor is hereby authorized to execute a contract with Bertha L. Scott, Esq. in an amount not to exceed \$23,000.00 to provide municipal prosecutorial services.
2. This contract is awarded through a fair and open process as a "Professional Service" in accordance with N.J.S.A. 19:44A-20.5 et seq. and in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
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
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE	✓			
CALDWELL	✓				RODRIGUEZ	✓								
WILSON	✓				VAUGHN	✓								
HARRISON	✓													

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

JUN 20 2019

*[Signature]*  
 President of Council

*[Signature]*  
 City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2019-22  
RESOLUTION 19-262**

**THIS CONTRACT**, made this **21<sup>ST</sup>** day of **JUNE 2019** 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 **BERTHA L. SCOTT, ESQ., 101 KENSINGTON AVENUE, TRENTON, NEW JERSEY 08618** (CONTRACTOR").

**WHEREAS**, the City has a need for **PROFESSIONAL SERVICES TO PROVIDE PROSECUTORIAL SERVICES AT TRENTON MUNICIPAL COURT** for the City of Trenton, Department of Law.

**WHEREAS**, Contractor agrees to provide **PROFESSIONAL SERVICES TO PROVIDE PROSECUTORIAL SERVICES AT TRENTON MUNICIPAL COURT** for the City of Trenton, Department of Law in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

**PROFESSIONAL SERVICES TO PROVIDE PROSECUTORIAL SERVICES AT TRENTON MUNICIPAL COURT** for the City agrees to retain **BERTHA L. SCOTT, ESQ., 101 KENSINGTON AVENUE, TRENTON, NEW JERSEY 08618** ("the request of and under the general supervision of the City of Trenton, Department of Law.

**1. SCOPE OF SERVICES**

**SEE ATTACHED SCOPE OF SERVICES**

**DURATION OF THE CONTRACT:**


This contract shall remain in full force and effect for a period of one (1) year from July 1, 2019 to June 30, 2020 in an amount not to exceed \$23,000.00.

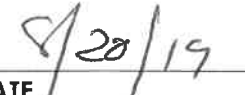
- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. 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.
- 4. INTEGRATION: Resolution #19-262** 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 Law.
- 5. 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.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

- 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 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;
- 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

  
BERTHA L. SCOTT, ESQ.,  
101 KENSINGTON AVENUE  
TRENTON, NEW JERSEY 08618

  
DATE

Seal: \_\_\_\_\_

Attest: \_\_\_\_\_

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



CITY OF TRENTON

  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE



## **REQUEST FOR PROPOSALS FOR LEGAL SERVICES – ASSISTANT MUNICIPAL PROSECUTORS**

The City of Trenton, Law Department is soliciting sealed Request for Proposals for Attorneys and/or Law Firms interested in providing professional legal services as independent contractors to serve as Assistant Municipal Prosecutors in Trenton Municipal Court. Contract or contracts regarding the above will be awarded through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

### **SCOPE OF SERVICES**

Serving as an Assistant Municipal Prosecutor in Trenton Municipal Court and performing all duties related thereto. Assistant Municipal Prosecutors appear in Court on behalf of the State and handle all matters before the Court during that individual Court session.

Trenton Municipal Court has two specialized sessions for DWI matters, a pre-trial session and a trial session. Please indicate if you are interested in handling any of those specialized sessions.

**DURATION OF CONTRACT:** One year from date of award.

**The following criteria are being utilized as the basis for the award of services:**

- A. Qualifications including experience and reputation in the field.
- B. Compensation proposal.
- C. Past performance.
- D. History and experience of firm in performing the work.
- E. The qualifications and experience of the proposed staff.