

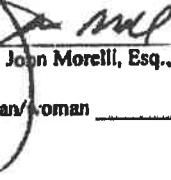
RESOLUTION

No. 20-452

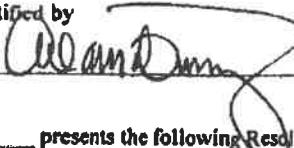
SEP 13 2020

Date of Adoption

Approved as to Form and Legality


John Morelli, Esq., CITY ATTORNEY

Factual content certified by


TITLE:

Councilman/Woman

presents the following Resolution:

RESOLUTION AMENDING RESOLUTION NUMBER 20-397 THAT AWARDED OF A CONTRACT TO THE LAW OFFICE OF RIKER, DANZIG, SCHERER, HYLAND & PERETTI, LLP, 1 SPEEDWELL AVENUE, MORRISTOWN, NEW JERSEY 07962 TO PROVIDE PROFESSIONAL LEGAL SERVICES REGARDING SPECIAL COUNSEL LITIGATION INVOLVING THE DEPARTMENT OF ENVIRONMENTAL PROTECTION THROUGH A NON FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 40A:11-3 ET SEQ. IN AN AMOUNT NOT TO EXCEED \$75,000.00 RFP-2020-37

WHEREAS, the City of Trenton has a need for professional legal services to support the efforts of the City Trenton regarding litigation filed by the Department of Environmental Protection against the City of Trenton; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the evaluation committee has reviewed the proposals submitted and has recommended that a contract be awarded to Riker, Danzig, Scherer, Hyland & Peretti, LLP in an amount not to exceed \$75,000.00 at the amended hourly rate as follows, \$295.00 for Partners, \$225.00 for Associate Attorneys and \$115.00 for Paralegals; and

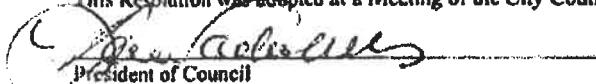
WHEREAS, funds have already been certified to be available in an amount not to exceed \$75,000.00 and a waiver has been approved for said services for the period of July 1, 2020 through June 30, 2021.

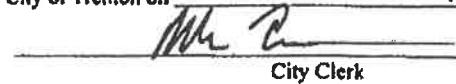
NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton, that the Mayor is hereby authorized to amend the hourly rate for the contract with Riker, Danzig, Scherer, Hyland & Peretti, LLP to provide professional legal services in regards to Special Counsel for the City of Trenton for the Water Department.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE	✓			
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN	✓								

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

SEP 13 2020


President of Council


City Clerk

RESOLUTION

No. 20-397

Approved as to Form and Legality

John Morelli, Esq., CITY ATTORNEY

Councilman/woman

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH THE LAW OFFICE OF RIKER, DANZIG, SCHERER, HYLAND & PERETTI, LLP, 1 SPEEDWELL AVENUE, MORRISTOWN, NEW JERSEY 07962 TO PROVIDE PROFESSIONAL LEGAL SERVICES REGARDING SPECIAL COUNSEL LITIGATION INVOLVING THE DEPARTMENT OF ENVIRONMENTAL PROTECTION THROUGH A NON FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 40A:11-3 ET SEQ. IN AN AMOUNT NOT TO EXCEED \$75,000.00 RFP-2020-37

WHEREAS, the City of Trenton has a need for professional legal services to support the efforts of the City Trenton regarding litigation filed by the Department of Environmental Protection against the City of Trenton; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, request for proposals were advertised on the City website and Twelve (12) proposals were received and opened in the City Purchasing Office at 11:00 AM on July 28, 2020; and

WHEREAS, the evaluation committee has reviewed the proposals submitted and has recommended that a contract be awarded to Riker, Danzig, Scherer, Hyland & Peretti, LLP in an amount not to exceed \$75,000.00 and structured at the hourly rates as follow, \$175.00 for Partners, \$135.00 for Associate Attorneys and \$85.00 for Paralegals; and

WHEREAS, funds in an amount not to exceed \$75,000.00 have been certified to be available contingent upon temporary or final adoption of the FY2021 Budget in Account No. 1-05- -55-5500-899 from July 1, 2020 through June 30, 2021.

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 in an amount not to exceed \$75,000.00 with Riker, Danzig, Scherer, Hyland & Peretti, LLP to provide professional legal services in regards to Special Counsel Litigation involving the Department of Environmental Protection.
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	✓				MUSCHAI	✓				MCBRIDE				
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN	✓								

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

AUG 06 2020

President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2020-37
RESOLUTION 20-452**

THIS CONTRACT, made this 3RD day of SEPTEMBER 2020 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 **THE LAW OFFICE OF RIKER, DANZIG, SCHERER, HYLAND & PERETTI, LLP, 1 SPEEDWELL AVENUE, MORRISTOWN, NEW JERSEY 07962** (CONTRACTOR").

WHEREAS, the City has a need for **PROFESSIONAL LEGAL SERVICES REGARDING SPECIAL COUNSEL LITIGATION INVOLVING THE DEPARTMENT OF ENVIRONMENTAL PROTECTION** for the City of Trenton, Department of Wat and Sewer.

WHEREAS, Contractor agrees to provide **PROFESSIONAL LEGAL SERVICES REGARDING SPECIAL COUNSEL LITIGATION INVOLVING THE DEPARTMENT OF ENVIRONMENTAL PROTECTION** for the City of Trenton, Department of Water and Sewer 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 LEGAL SERVICES REGARDING SPECIAL COUNSEL LITIGATION INVOLVING THE DEPARTMENT OF ENVIRONMENTAL PROTECTION for the City agrees to retain **THE LAW OFFICE OF RIKER, DANZIG, SCHERER, HYLAND & PERETTI, LLP, 1 SPEEDWELL AVENUE, MORRISTOWN, NEW JERSEY 07962** ("the request of and under the general supervision of the City of Trenton, Department of Water and Sewer.

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, 2020 to June 30, 2021 in an amount not to exceed \$75,000.00 at the amended hourly rate as follows, \$295.00 for Partners, \$225.00 for Associate Attorneys and \$115.00 for Paralegals.

- 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 #20-452 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 Water and Sewer.

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.

7. **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 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

By: John B. Wagner - Partner

Sept. 24, 2020

DATE

THE LAW OFFICE OF RIKER, DANZIG,
SCHERER, HYLAND & PERETTI, LLP,
1 SPEEDWELL AVENUE
MORRISTOWN, NEW JERSEY 07962

Seal: _____

Attest: Grace P. McGroarty

GRACE P MCGROORY
A Notary Public of New Jersey
My Commission Expires June 15, 2025

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

ATTEST:

Matthew Conlon
MATTHEW CONLON
MUNICIPAL CLERK

CITY OF TRENTON

W. Reed Gusciora
W. REED GUSCIORA, ESQ.
MAYOR

10-13-2020
DATE

9-30-2020
DATE

SCOPE OF SERVICES

Law firm will represent the City of Trenton, Department of Water and Sewer as Special Counsel in Litigation brought by the New Jersey Department of Environmental Protection.

Duration of Contract: one (1) year

All proposals shall include the following information:

- A. A copy of the State of New Jersey Business Registration Certificate prior to award.
- B. Documentation of required Affirmative Action Compliance.
- C. A copy of Certificate of Insurance issued by an insurance carrier licensed in the State of New Jersey for the firm showing the amount of professional liability insurance and all other coverage from the awarded Respondent.

Proposals are to be submitted no later than the deadline date and time in a sealed envelope to:

City of Trenton
Isabel C. Garcia, QPA
Purchasing Agent
Division of Purchasing
319 East State Street – 1st floor
Trenton, New Jersey 08608

The proposal number (**RFP2020-37**), Respondent's name and address, time and date **must** be placed on the outside of the envelope.

Return one (1) original and three (3) additional copies of the request for proposal.