

# RESOLUTION

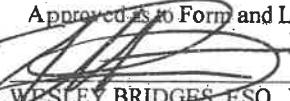
21-444

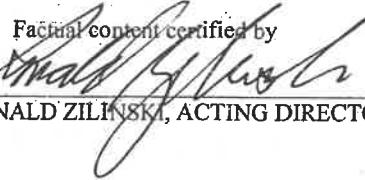
No.

Date of Adoption October 7, 2021

Factual content certified by

Approved as to Form and Legality

  
WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

  
RONALD ZILINSKI, ACTING DIRECTOR OF FINANCE

Councilman /woman

CALDWELL - WILSON

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 WILENTZ, GOLDMAN & SPITZER, P.A. FOR BOND COUNSEL SERVICES DEPENDING ON THE NUMBER OF NOTE AND BOND SALES THE CITY DOES DURING THE COURSE OF ONE YEAR - RFP# 2021-21**

**WHEREAS**, the City of Trenton has a need for Bond Counsel Services for the Department of Finance; and

**WHEREAS**, the request for proposal was advertised, and five (5) proposals were received on May 27, 2021, and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Suite 900, Box 10, Woodbridge, New Jersey 07095-0958 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

**WHEREAS**, funds for FY' 2022 Bond Counsel will be available in various capital ordinances. The maximum contract amount shall depend on the number of note and bond sales the City of Trenton execute from September 10, 2021 to September 9, 2022; and

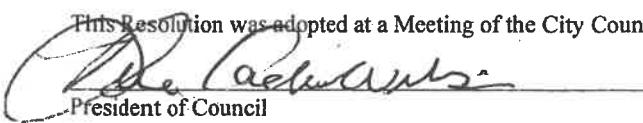
**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Trenton, that:

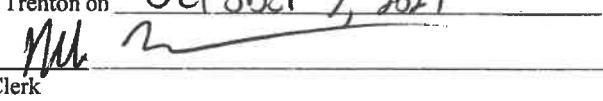
1. The Mayor is authorized to enter into a contract with of Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Suite 900, Box 10, Woodbridge, New Jersey 07095-0958 for bond counsel services for the City of Trenton, Department of Finance.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-41.
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 WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN	✓								

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

October 7, 2021

  
President of Council

  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

RFP2021-21

RESOLUTION 21-444

**BOND COUNSEL SERVICES DEPENDING ON THE NUMBER OF NOTE AND BOND SALES THE CITY DOES  
DURING THE COURSE OF ONE YEAR**

THIS CONTRACT, made this 7<sup>TH</sup> day of **OCTOBER 2021** 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 **WILENTZ, GOLDMAN AND SPITZER, P.A., 90 WOODBRIDGE CENTER DRIVE, SUITE 900, BOX 10, WOODBRIDGE, NEW JERSEY 07095-0958** (CONTRACTOR").

**WHEREAS**, the City has a need **FOR BOND COUNSEL SERVICES DEPENDING ON THE NUMBER OF NOTE AND BOND SALES THE CITY DOES DURING THE COURSE OF ONE YEAR** for the City of Trenton, Department of Finance.

**WHEREAS**, Contractor agrees to provide **FOR BOND COUNSEL SERVICES DEPENDING ON THE NUMBER OF NOTE AND BOND SALES THE CITY DOES DURING THE COURSE OF ONE (1) YEAR** for the City of Trenton, Department of Finance 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:

**FOR BOND COUNSEL SERVICES DEPENDING ON THE NUMBER OF NOTE AND BOND SALES THE CITY DOES DURING THE COURSE OF ONE (1) YEAR** for the City agrees to retain **WILENTZ, GOLDMAN AND SPITZER, P.A., 90 WOODBRIDGE CENTER DRIVE, SUITE 900, BOX 10, WOODBRIDGE, NEW JERSEY 07095-0958** ("the request of and under the general supervision of the City of Trenton, Department of Finance

**1. SCOPE OF SERVICES**

**SEE ATTACHED SCOPE OF SERVICES**

**DURATION OF THE CONTRACT:**

Bond Counsel will be available in various capital ordinances.

The maximum contract amount shall depend on the number of note and bond sales the City of Trenton execute from September 10, 2021 to September 9, 2022.

- 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 #21-444** 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 Finance.
- 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

*Mark M. Johnson*  
WILENTZ, GOLDMAN AND SPITZER, P.A.  
90 WOODBRIDGE CENTER DRIVE, SUITE 900, BOX 10  
WOODBRIDGE, NEW JERSEY 07095-0958

*2/16/2022*  
DATE

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

*M. O'Connor*  
Attest: \_\_\_\_\_

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

ATTEST:

*Penelope S. Edwards-Carter*  
MATTHEW H. CONLON, RAM  
MUNICIPAL CLERK  
*Penelope S. Edwards-Carter*  
Assistant Municipal Clerk

DATE

CITY OF TRENTON

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

DATE

*3.8.22*

DATE

### **SCOPE OF WORK**

The City of Trenton, Finance Department is requesting sealed proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. for qualified individuals and firms to provide bond counsel services from for a period of a year from the contract date.

### **PERIOD OF CONTRACT**

One year from the contract date.

### **NATURE OF COUNSEL SERVICES**

- Bond Counsel Services will have a close working relationship with the City of Trenton, Finance Department
- on an as needed basis prepares, reviews and opines on bond ordinances related to capital projects
- assists in reviews and updates of official statements associated with debt issuances
- assists in relationship management with rating agencies
- provides advice on legal and financial matters to ensure City's fiscal strengths
- provides legal opinions on sale of bonds and notes
- attends meetings when requested

Counsel may also be called upon to provide other types of legal services of a specialized nature.

Respondent should submit a technical proposal which contains the following:

- The name of the respondent, the principal place of business and, if different, the place where the services will be provided.
- Respondent must have a minimum of ten (10) years of experience as Bond Counsel and a minimum of five (5) years servicing the City of Trenton or other governmental entities.
- The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
- A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

A description of all other areas of Bond Counsel services of the respondent, with emphasis on a description of those services of interest to a municipal government client.

- A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.
- A statement that the respondent will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract.