

# RESOLUTION

23-067

No.

Date of Adoption FEB 23 2023

Factual content certified by

ADAM E. CRUZ, BUSINESS ADMINISTRATOR

Approved as to Form and Legality

WESLEY BRIDGES, CITY ATTORNEY

Councilman/woman

presents the following Resolution:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACTS WITH MULTIPLE VENDORS TO PROVIDE LEGAL SERVICES THROUGH A COMPETITIVE CONTRACTING PROCESS IN ACCORDANCE WITH N.J.S.A. 40A:11-4.1i FOR A PERIOD OF TWO (2) YEARS FROM JANUARY 1, 2023, TO DECEMBER 31, 2024, WITH THE OPTION TO EXTEND FOR ONE (1) ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED \$3,678,000.00 – CC 2022-06**

WHEREAS, the City of Trenton's has a need for professional services for various legal matters on behalf of the City of Trenton and its employees; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the collective value of the contracts will not exceed \$3,678,000.00; and

WHEREAS, a request for competitive contracting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq. was advertised on the City's website and ninety-seven (97) proposals were received and opened in the City Purchasing Office at 11:00 AM on November 30, 2022; and

WHEREAS, in CY22 the City entered in excess of 40 legal contracts with outside counsel and with a detailed analysis of the above-referenced proposals as well as a review of past performances of retained firms, the City has been able to cut down the number of outside counsel contracts; and

WHEREAS, the evaluation committee has reviewed the proposals submitted and has recommended that a contract be awarded to:

1. Maley Givens, P.C.
2. Blau & Blau
3. Boggia, Boggia, Betesh & Voytus, LLC.
4. Michael Armstrong & Associates, LLC.
5. Dember Law, LLC.
6. Rainone Coughlin & Minchello Attorneys at Law
7. Aloia Law Firm, LLC.
8. Schaffer, Shain, Jalloh, P.C.
9. La Corte, Bundy, Varady and Kinsella
10. Eric M. Bernstein & Associates
11. Renaud DeAppolonio LLC.
12. Inglesino, Webster, Wyciskala & Taylor LLC.
13. Murphy Orlando LLC.
14. Goldberg Mackler Sayegh Mintz Pfeffer Bonchi & Gill
15. Jardim, Meisner & Susser, P.C.

# RESOLUTION

16. Ruderman & Roth, LLC.
17. Simmons Law, LLC.
18. Souder, Shabazz & Woolridge Law Group.
19. Hoagland, Longo, Moran, Dunst & Doukas, LLP.
20. Gibbons Law
21. Boyle Valenti, P.C.
22. Florio, Kenny & Raval LLP.
23. Weber Dowd Law, LLC.
24. Antonelli Kantor, P.C.

in an amount not to exceed **\$3,678,000.00** and structured at the hourly rates as follow, **\$175.00** for Partners, **\$135.00** for Associate Attorneys, **\$85.00** for Paralegals and or **\$295.00** for Partners, **\$225.00** for Associate Attorneys and **\$115.00** for Paralegal; and

**WHEREAS**, funds in an amount not to exceed \$3,678,000.00 have been certified to be available contingent upon temporary or final adoption of the CY23 Budget in Account No. 3-01- -35-3500-290 (\$1,839,000.00) from January 1, 2023, through December 31, 2023, and CY24 Budget in Account No. 4-01- -3500-290 (\$1,839,000.00) from January 1, 2024, through December 31, 2024, with the option to extend for one (1) additional year.

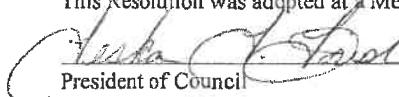
**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

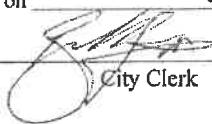
1. The Mayor is hereby authorized to execute contracts in a collective amount not to exceed \$3,678,000.00 in total with the named vendors to provide professional legal services for the City of Trenton.
2. The contracts will be awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1i
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
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA KETTENBURG	✓				WILLIAMS	✓								

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

FFR 2 3 2023

  
President of Council

  
City Clerk

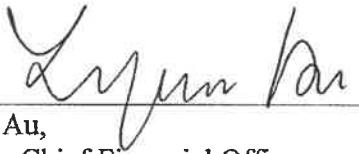
**CITY OF TRENTON**  
**DEPARTMENT OF FINANCE**

---

**CERTIFICATION OF AVAILABILITY OF FUNDS**

I, Lynn Au, Acting Chief Financial Officer for the City of Trenton, do hereby certify, to the best of my knowledge and belief that there now exists adequate funds to award a contract to Multiple Vendors to provide Legal Services for a period of two (2) year in an amount not to exceed \$3,678,000.00 for two (2) years. Such funds for said services shall be available in Law Department's CY23 Budget, Account No 3-01- -35-3500-290 and CY24 Budget, Account No. 4-01- -353500-290 contingent the adoption of the temporary budget and or the final budget for each referenced year.

Date: 2/9/2023

  
\_\_\_\_\_  
Lynn Au,  
Acting Chief Financial Officer

Account Number: 3-01- -35-3500-290 - \$1,839,000.00  
Account Number: 4-01—35-3500-290 - \$1,839,000.00

## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this **1<sup>st</sup> day of January 2023**, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **ALOIA LAW FIRM, LLC.** with principal offices located at **2 BROAD STREET, STE. 510, BLOOMFIELD, NJ 07003** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals **CC2022-06** (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. **23-067** (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed **\$30,000.00**; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

**1. Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

**2. Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. **Billing.** The Law Firm agrees to submit billings via CounselGo / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "GoCounsel / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial PF

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of *January 1, 2023, through December 31, 2024*, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of **\$175.00 per hour for Attorney** assigned to case, **\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals**. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial SPH.

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

Title:

CITY OF TRENTON

By:

W. REED GUSCIORA, MAYOR

Witness:

Brenda Colon

ALOIA LAW FIRM, LLC

By:

Brian J. Aloia

## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this **1<sup>st</sup>** day of January 2023, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), **ANTONELLI KANTOR RIVERA** with principal offices located at **354 EISENHOWER PARKWAY, SUITE 1000, LIVINGSTON, NJ 07039** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals CC2022-06 (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. 23-067 (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed **\$30,000.00**; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. Billing. The Law Firm agrees to submit billings via CounselGo / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "GoCounsel / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of *January 1, 2023, through December 31, 2024*, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of *\$175.00 per hour for Attorney* assigned to case, *\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals*. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

Title:

Witness:

  
Kathryn Pascik

**CITY OF TRENTON**

By:

  
W. REED GUSCIORA, MAYOR

**ANTONELLI KANTOR RIVERA**

By:

  
Jarrid H. Kantor, Partner

## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this **1<sup>st</sup>** day of **January 2023**, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **DEMBER LAW, LLC.** with principal offices located at **1931 LAWRENCE ROAD, LAWRENCEVILLE, NJ 08648** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals **CC2022-06** (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. **23-067** (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed **\$30,000.00**; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. Billing. The Law Firm agrees to submit billings via GoCounsel / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "GoCounsel / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial IJD

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of *January 1, 2023, through December 31, 2024*, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of ***\$175.00 per hour for Attorney*** assigned to case, ***\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals***. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial IJD

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

Title:

**CITY OF TRENTON**

By:

W. REED GUSCIORA, MAYOR

Witness:

Brendan Kerins

Brendan Kerins

**DEMBER LAW, LLC.**

By:

Ian J. Demer, Esquire  
Managing Partner

## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this **1<sup>st</sup> day of January 2023**, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **ERIC M. BERNSTEIN & ASSOCIATES, LLC**, with principal offices located at **34 MOUNTAIN BLVD., BUILDING A, WARREN, NJ 07059** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals **CC2022-06** (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. **23-067** (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed **\$100,000.00**; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. **Billing.** The Law Firm agrees to submit billings via CounselGo / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "GoCounsel / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial EMH

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of *January 1, 2023, through December 31, 2024*, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of **\$175.00 per hour for Attorney** assigned to case, **\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals**. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial SMH

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

Title:

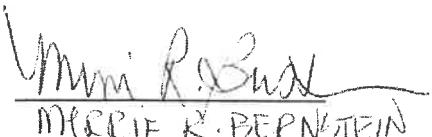


**CITY OF TRENTON**

By:

  
W. REED GUSCIORA, MAYOR

Witness:

  
MERRILE R. BERNSTEIN

**ERIC M. BERNSTEIN &  
ASSOCIATES, LLC**

By:



## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this **1<sup>st</sup> day of January 2023**, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **GIBBONS P.C.**, with principal offices located at **ONE GATEWAY CENTER, NEWARK, NJ** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals **CC2022-06** (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. **23-067** (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed **\$144,000.00**; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. **Billing.** The Law Firm agrees to submit billings *via GoCounsel / SimpleLegal* to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a *signed outlined purchase order* to the City using the City's software billing program "*GoCounsel / SimpleLegal*", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its *Outside Counsel Guidelines* to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The *Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications*, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial AD

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of ***January 1, 2023, through December 31, 2024***, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of ***\$175.00 per hour for Attorney*** assigned to case, ***\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals.*** The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial TT

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

Title:



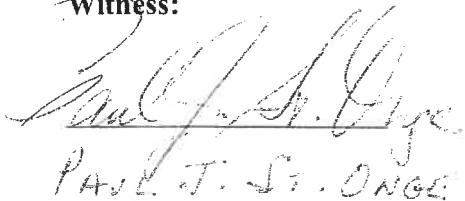
**CITY OF TRENTON**

By:



W. REED GUSCIORA, MAYOR

Witness:



PAUL J. ST. ONGE

**GIBBONS P.C.**

By:



## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this 1<sup>st</sup> day of January 2023, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **GOLDENBERG MACKLER SAYEGH MINTZ PFEFFER BONCHI & GILL PA**, with principal offices located at **600 NEW ROAD, SUITE 1A, NORTHFIELD, NJ** (hereinafter “Law Firm”).

### RECITALS

WHEREAS, the City issued Request for Proposals CC2022-06 (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

WHEREAS, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

WHEREAS, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. 23-067 (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed \$100,000.00; and

WHEREAS, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

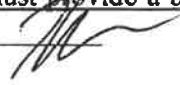
assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. Billing. The Law Firm agrees to submit billings via CounselGo / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "GoCounsel / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial 

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of *January 1, 2023, through December 31, 2024*, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of ***\$175.00 per hour for Attorney*** assigned to case, ***\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals***. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial 

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

**12. Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

**13. Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

**14. Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

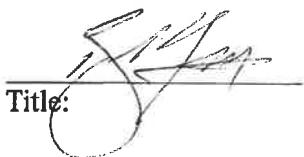
18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

**CITY OF TRENTON**

Title:

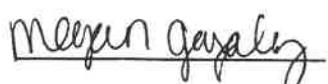


By:

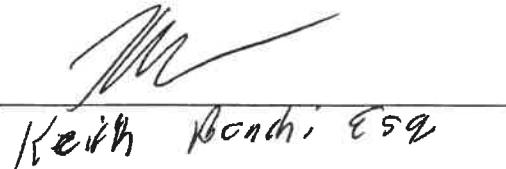
**W. REED GUSCIORA, MAYOR**

Witness:

**GOLDBERG MACKLER SAYEGH MINTZ  
PFEFFER BONCHI & GILL PA**



By:



Keith Bonchi, Esq.

## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this 1<sup>st</sup> day of January 2023, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **INGLESINO WEBSTER WYCISKALA & TAYLOR, LLC** with principal offices located at **600 PARSIPPANY ROAD, STE. 204, PARSIPPANY, NJ 07054** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals **CC2022-06** (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. **23-067** (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed **\$75,000.00**; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. **Billing.** The Law Firm agrees to submit billings via CounselGo / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "GoCounsel / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of *January 1, 2023, through December 31, 2024*, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of ***\$175.00 per hour for Attorney*** assigned to case, ***\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals***. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial 

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

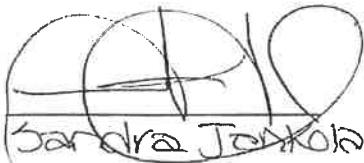
Title:

**CITY OF TRENTON**

By:

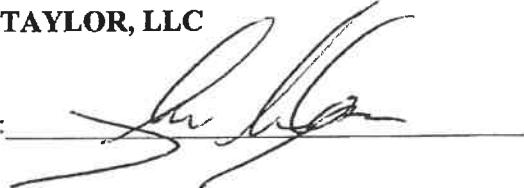
**W. REED GUSCIORA, MAYOR**

Witness:

  
Sandra Jonkola

**INGLESINO WEBSTER WYCISKALA & TAYLOR, LLC**

By:



## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this 1<sup>st</sup> day of January 2023, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **LA CORTE, BUNDY, VARADY & KINSELLA ATTORNEYS AT LAW** with principal offices located at **989 BONNEL COURT, UNION NJ 07083** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals CC2022-06 (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. 23-067 (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed \$10,000.00; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. Billing. The Law Firm agrees to submit billings via CounselGo / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "CounselGo / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial CJK

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of *January 1, 2023, through December 31, 2024*, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of *\$175.00 per hour for Attorney* assigned to case, *\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals*. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial *CK*

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

16. **Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbinding, void, and of no effect and neither party has relied on any such prior representations and any representations into this Agreement.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Mutual Conflicts Check) of the Guidelines.

The Law Firm's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

15. **Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as defined herein). Although issues conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the Law Firm knows is tribunai in which the City is appearing in an unrelated matter and which the Law Firm is materially adverse to the position of the City in the unrelated matter.

The Law Firm shall furnish such reports or other documents to the Attorney General as may be requested by the Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Attorney General Office for conducting a compliance investigation pursuant to Subchapter I of the Administrative Code (NJAC 17:27).

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

Title:



**CITY OF TRENTON**

By:

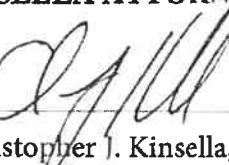
**W. REED GUSCIORA, MAYOR**

Witness:

  
Nancy Gunning

**LA CORTE, BUNDY, VARADY  
& KINSELLA ATTORNEYS AT LAW**

By:

  
Christopher J. Kinsella, Esq.

## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this 1<sup>st</sup> day of January 2023, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **MURPHY ORLANDO, LLC.**, with principal offices located at **30 MONTGOMERY STREET, 11<sup>TH</sup> FLOOR, JERSEY CITY, NJ 07302** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals CC2022-06 (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. 23-067 (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed \$100,000.00; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

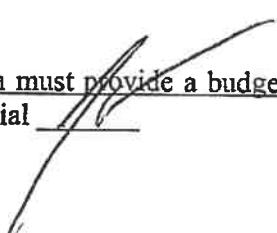
assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. **Billing.** The Law Firm agrees to submit billings via GoCounsel / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "GoCounsel / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial 

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of ***January 1, 2023, through December 31, 2024***, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of ***\$175.00 per hour for Attorney*** assigned to case, ***\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals***. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

**12. Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

**13. Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

**14. Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

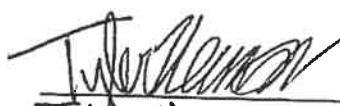
Attest:

CITY OF TRENTON

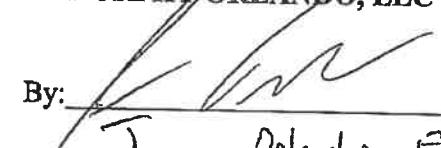
Title:

By:   
W. REED GUSCIORA, MAYOR

Witness:

  
Tyler Newman, Esq.

MURPHY ORLANDO, LLC

By:   
Jason Orlando, Esq.

## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this **1<sup>st</sup>** day of **January 2023**, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **RENAUD COLICCHIO, LLC.** with principal offices located at **190 NORTH AVENUE E, CRANFORD, NJ 07106** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals **CC2022-06** (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. **23-067** (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed **\$25,000.00**; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

**1. Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

**2. Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. **Billing.** The Law Firm agrees to submit billings via CounselGo / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "CounselGo / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial DM

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of *January 1, 2023, through December 31, 2024*, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of ***\$175.00 per hour for Attorney*** assigned to case, ***\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals***. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial *D. M.*

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

Title:

Witness:

Erica Shotland, Paralegal

CITY OF TRENTON

By:

W. REED GUSCIORA, MAYOR

RENAUD COLICCHIO, LLC.

By:

Robert F. Renaud, Esq.

## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this 1<sup>st</sup> day of January 2023, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **RUDERMAN & ROTH, LLC**, with principal offices located at 150 MORRIS AVENUE, STE. 303, SPRINGFIELD, NJ 07081 (hereinafter “Law Firm”).

### RECITALS

WHEREAS, the City issued Request for Proposals CC2022-06 (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

WHEREAS, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

WHEREAS, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. 23-067 (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed \$30,000.00; and

WHEREAS, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

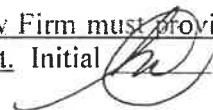
assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. Billing. The Law Firm agrees to submit billings via GoCounsel / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "GoCounsel / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

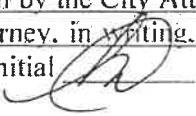
4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial 

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of *January 1, 2023, through December 31, 2024*, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of *\$175.00 per hour for Attorney* assigned to case, *\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals*. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial 

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

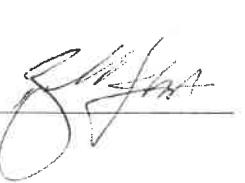
17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

Title:



CITY OF TRENTON

By:



M. REED GUSCIORA, MAYOR

Witness:



RUDERMAN & ROTH, LLC

By:



## LEGAL SERVICES AGREEMENT

This **LEGAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this **1<sup>st</sup> day of January 2023**, by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey with principal offices located 319 East State Street, Trenton, New Jersey 08609 (hereinafter the “City”), and **SIMMONS LAW LLC.**, with principal offices located at **1349 LAKE STREET, PLAINFIELD, NJ 07060** (hereinafter “Law Firm”).

### RECITALS

**WHEREAS**, the City issued Request for Proposals **CC2022-06** (the “RFP”), which is incorporated herein by reference, seeking law firms to provide *Professional Legal Services* for the City (hereinafter, the “Legal Services”); and

**WHEREAS**, the Law Firm submitted a proposal to provide the Legal Services in accordance with the terms and conditions prescribed in the RFP (the “Proposal”) and the Law Department deemed the Law Firm to be qualified; and

**WHEREAS**, the City Council of the City of Trenton authorized the award of this Agreement pursuant to Resolution No. **23-067** (the “Resolution”), incorporated herein by reference, for a total contract amount not to exceed **\$100,000.00**; and

**WHEREAS**, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth with the City being agreeable thereto.

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

1. **Scope of Services:** The City agrees to retain the Law Firm and the Law Firm hereby agrees to perform all legal services prescribed in the RFP, and all related matters deemed necessary by the City Attorney, and only at the request of, under the general supervision of, and in accordance with the manner prescribed by the City Attorney.

2. **Manner of Performance:** The Law Firm warrants that the representations made by it in its Proposal regarding the ability and skill level to carry out the Legal Services are true and accurate. The Law Firm further warrants that the Legal Services assigned by the City Attorney shall be performed in a good, professional, and workmanlike manner, in conformity with the responsibilities, demands, and ethics of the legal profession and otherwise to the satisfaction of the City Attorney. Further, the Law Firm acknowledges and agrees to perform all services in the manner of and in accordance with the Outside Counsel Guidelines, appended hereto and made a part of this Agreement as Attachment “A” (hereinafter, the “Guidelines”) and to submit monthly billings to the City in accordance with those guidelines. The Law Firm specifically agrees to provide detailed Litigation Strategy reports on each case being handled as well as monthly updated status reports as part of its representation. The initial Litigation Strategy report shall include an estimate of the costs of the legal fees to be billed, a preliminary

assessment as to the liability of the City and an analysis of the pre-trial discovery necessary to properly handle the defense of the City in any liability matter.

3. Billing. The Law Firm agrees to submit billings via GoCounsel / SimpleLegal to the City on a monthly basis, no later than 10 days following the close of a monthly billing cycle, recognizing that the submission of timely bills is critical to the proper functioning of the municipal entity. The Law Firm agrees to the following reduction in payments due under this agreement should it fail to abide by the billing time submission requirements:

- Bills submitted over 45 days but up to 90 days- a 10% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 90 days but up to 120 days- a 20% reduction in the amount billed will be deducted from the gross amount due;
- Bills submitted over 120 days but up to 180 days- a 50% reduction in the amount billed will be deducted from the gross amount due;
- Any bills submitted greater than 180 days from the date due shall not be considered for payment by the City.

In addition, the Law Firm agrees to submit any and all bills with a signed outlined purchase order to the City using the City's software billing program "GoCounsel / SimpleLegal", the use of which shall be provided to the Law Firm by the City at no charge to the Law Firm. Upon timely submission of the monthly billing, the City shall analyze and apply its Outside Counsel Guidelines to the monthly bill for which any modifications or adjustments to the bill utilizing the Simply Legal software will result in an email notification. Notification of any modifications and or adjustments shall be provided to the Law Firm within 60 days of the receipt of any monthly bill and the failure of the City to provide any adjustments or modifications within this time period shall constitute a waiver of the City's right to perform such modifications or adjustments. The Law Firm may file a written appeal of any modifications or adjustments in the monthly bill to the City within 10 days of the receipt of a notification of any such modifications, via email or fax to the attention of the Law Director. A representative designated by the City's Department of Law shall consider any appeal and reply to that appeal within 30 days of the appeal. If the appeal is denied by the representative of the Law Department, the parties agree to submit the dispute to binding arbitration in the District VII Fee Arbitration Committee.

4. **Work Assignments:** The City Attorney either directly, or through the Designated Representative (defined herein), shall be responsible for delegating work assignments to the Law Firm on an as needed basis.

5. **Budget Analysis Requirement:** The Law Firm must provide a budget analysis for any case assigned within thirty (30) days of assignment. Initial CS

6. **Designated Attorney:** Pursuant to Section IV subpart A of the Guidelines, the Designated Attorney shall be the City Attorney or an Assistant City Attorney. The Designated Attorney shall be the primary point of contact for the Law Firm on all matters assigned and shall perform such duties and activities as prescribed under that section of the Guidelines. The Law Firm shall work directly with the Designated Attorney and adhere to all of the requirements specified in that section of the Guidelines.

7. **Term:** This Agreement shall remain in full force and effect for the period of ***January 1, 2023, through December 31, 2024***, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Agreement be extended without action by the City Council. **ALL CLOSED FILES ARE TO BE RETURNED TO THE CITY OF TRENTON COMPLETE WITH ALL CLOSING DOCUMENTS WITHIN 60 DAYS AFTER CLOSING.**

8. **Compensation:** All work performed by the Law Firm pursuant to the terms of this Agreement shall be billed at a rate of ***\$175.00 per hour for Attorney*** assigned to case, ***\$135.00 per hour for Associate Attorneys and \$85.00 per hour for Paralegals***. The Law Firm shall strictly adhere to all of the requirements with respect to billing and compensation as specified in the Guidelines.

(a) In no event during the term of this Agreement shall the Law Firm's billings exceed the amount set forth in the Agreement without action by the City Attorney to increase the contract amount. The Law Firm shall notify the City Attorney, in writing, whenever the funds remaining in the Law Firm's contract fall below \$10,000. Initial CS

(b) The City Attorney shall assign the Law Firm, from time to time, no more than two (2) *pro bono* matters which shall not require a combined billing amount of more than 10% of the total contract amount. Should the matter(s) assigned require billing more than 10% of the total contract amount, the Law Firm shall bill any amounts in excess of the 10% at the rates proposed in Section 7 above.

9. **Status of Law Firm:** It is expressly understood by and between the parties hereto that the status of the Law Firm is that of an independent contractor. It is further understood by and between the parties that it is not intended, nor shall it be construed, that the Law Firm is an agent, employee, or officer of the City of Trenton.

10. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.

11. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, including but not limited to the Law Firm's failure to abide by the Outside Counsel Guidelines,

the failure of the Law Firm to provide monthly status reports or reports when requested by the City or the City Attorney's Office or the Law Firm's failure to submit prompt bills on a monthly basis.

12. **Assignment:** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

13. **Amendment:** This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

14. **Mandatory Affirmative Action Language:** The Law Firm, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation. Such action shall include, but not be 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. The Law Firm 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.

The Law Firm, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation.

The Law Firm, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Law Firm, 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 Americans with Disabilities Act.

The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Law Firm 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, gender identity or expression, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender identity or expression, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Law Firm 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, and public agencies 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 (NJAC 17:27).

**15. Conflict of Interest:** Prior to the Law Firm's engagement, it must carefully review and determine whether any conflicts of any type exist. If any such conflicts exist, the Law Firm is expected to promptly bring those conflicts to the attention of the City Attorney or the Designated Attorney (as Defined herein). Although issue conflicts may not necessarily result in disqualification of the Law Firm, the Department does expect to be consulted before the Law Firm accepts an engagement that will require it to assert a position in a matter before the same tribunal in which the City is appearing in an unrelated matter and which the Law Firm knows is materially averse to the position of the City in the unrelated matter.

The Law Firms' acceptance of an engagement on a matter without written disclosure of any conflicts constitutes the Law Firm's affirmative representation that it has conducted any appropriate conflict check and no conflict exists.

This section of the Agreement shall supersede Section II subpart A (Conflicts of Interest, Initial Conflicts Check) of the Guidelines.

**16. Integration:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Agreement.

17. **Enforceability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

18. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey.

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

Attest:

Title:



**CITY OF TRENTON**

By:

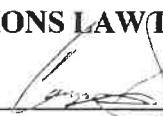
  
W. REED GUSCIORA, MAYOR

Witness:

---

**SIMMONS LAW LLC**

By:

---