

PROFESSIONAL SERVICES CONTRACT

RFP2023-14

RESOLUTION 23-347

**AWARDED TO H. LEE WEARING, ESQ., TO PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES AT
TRENTON MUNICIPAL COURT**

THIS CONTRACT made this 4th day of AUGUST 2023 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **H. LEE WEARING, ESQ., 844 W STATE STREET, TRENTON, NEW JERSEY 08618** (CONTRACTOR").

WHEREAS, the City has a need to **PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES** for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to provide **PROFESSIONAL PUBLIC DEFENDER SERVICES** for the City of Trenton, Department of Administration in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

FOR PROFESSIONAL PUBLIC DEFENDER SERVICES for the City agrees to retain **H. LEE WEARING, ESQ., 844 W STATE STREET, TRENTON, NEW JERSEY 08618** "the request of and under the general supervision of the City of Trenton, Department of Administration.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from **AUGUST 4, 2023, TO AUGUST 3, 2024**, in an amount not to exceed **\$120,000.00 (at an hourly rate of \$275 per in-court session and \$100 per hour per related administrative work)**.

- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended, nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
- 4. INTEGRATION:** Resolution #23-347 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering this Contract with the City of Trenton, Department of Administration, Division of Information Technology.
- 5. ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

MISCELLANEOUS PROVISIONS:

- a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA #302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4



H. LEE WEARING, ESQ
844 W STATE STREET
TRENTON, NEW JERSEY 08618

9/18/23
DATE

Seal: _____

Attest: _____

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

ATTEST:



BRANDON L. GARCIA
MUNICIPAL CLERK

CITY OF TRENTON



W. REED GUSCIORA, ESQ.
MAYOR

10/18/23
DATE

10-17-23
DATE

RESOLUTION

No.

23-347

Date of Adoption

AUG 03 2023

Approved as to Form and Legality

Factual content certified by

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

ADAME E. CRUZ, BUSINESS ADMINISTRATOR

Councilman /woman

presents the following Resolution:

RESOLUTION AWARDDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO H. LEE WEARING, ESQ., TO PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES AT TRENTON MUNICIPAL COURT FOR A PERIOD OF ONE (1) YEAR FROM JULY 1, 2023 TO JUNE 30, 2024 IN AN AMOUNT NOT TO EXCEED \$120,000.00 AT AN HOURLY RATE OF \$275.00 PER IN-COURT SESSION AND \$100.00 HOUR PER RELATED ADMINISTRATIVE WORK - RFP2023-14

WHEREAS, the City of Trenton has a need for Public Defender Services for the Department of Administration, Division of Public Defender's Office; and

WHEREAS, a request for proposal was advertised, and four (4) proposals were received on March 22, 2023, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of H. Lee Wearing, Esq., 844 W. State Street, Trenton, New Jersey 08618 was deemed to include the necessary qualifications and expertise for the performance of the services; and

WHEREAS, funds in an amount not to exceed \$120,000.00 have been certified to be available in the following account number: CY'2023, 3-01- -25-2520-290 (\$60,000.00 at an hourly rate of \$275.00 per in-court session and \$100.00 hourly rate per related administrative work from July 1, 2023 to December 31, 2023), CY'2024, 4-01- 25-2520-290 (\$60,000.00 at an hourly rate of \$275.00 per in-court session and \$100.00 hourly rate per related administrative work from January 1, 2024 to June 30, 2024); and

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

1. The Mayor is hereby authorized to enter into a contract with H. Lee Wearing, Esq., 844 W. State Street, Trenton, New Jersey.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.
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.

MOTION:					SECOND:									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA	✓				WILLIAMS	✓								
KETTENBURG	✓													

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

AUG 03 2023

President of Council

City Clerk

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☒ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.


AUTHORIZED SIGNATURE

**REQUEST FOR PROPOSALS
FOR
LEGAL SERVICES – PUBLIC DEFENDER
FOR THE
CITY OF TRENTON
DEPARTMENT OF ADMINISTRATION
DIVISION OF PUBLIC DEFENDER'S OFFICE
RFP2023-14**

The City of Trenton, Department of Administration is soliciting sealed request for proposals from Law Firms or attorney interested in providing professional legal services as an independent contractor regarding Public Defender Services in the City of Trenton, Municipal Court, for the Department of Administration, Division of Public Defender's Office. A contract regarding the above will be awarded through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. This contract shall be awarded for a period of one (1) year from time of award.

SCOPE OF SERVICES

The Services to be provided include, but are not limited to, providing representation of defendants determined to be eligible for Public Defender Services by a Trenton Municipal Court Judge. Due to Covid-19, awarded Respondents are responsible for their own remote equipment necessary to conduct virtual sessions. The city is requesting a rate per session and an hourly rate for related administrative work.

Duration of Contract: one (1) year from date of award.

EVALUATION CRITERIA

- A. The qualifications and experience of the proposed staff **30%**
- B. Existing knowledge of the subject matter to be addressed under the contract. **20%**
- C. Availability to accommodate any required Trenton Municipal Court proceedings and meetings. **15%**
- D. Compensation proposal. **15%**
- E. Past Performance **20%**

BID PROPOSAL FORM
RESPONDENT MUST COMPLETE

We the undersigned propose to furnish and deliver **Legal Services – Public Defender** pursuant to the scope of services and requirements and made part hereof:

IN-COURT RATE PER SESSION

\$ 275.00

HOURLY RATE PER RELATED ADMINISTRATIVE WORK

\$ 100.00

(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of New Jersey
having its principal office at 844 West State Street, Trenton, NJ 08618

COMPANY H. LEE WEARING, ESQUIRE

ADDRESS 844 WEST STATE STREET, TRENTON, NJ 08618

ADDRESS _____

FED. ID #

106 38 - 6954

NAME

H. LEE WEARING

TELEPHONE 609-532-6030

FAX 609-396-9619

EMAIL WEARINGHLEE@YAHOO.COM

DATE

MARCH 21, 2023

SIGNATURE

[Handwritten Signature]