

# RESOLUTION

No. 24-497

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Date of Adoption

DEC 05 2024

Factual content certified by

Maria Richardson

MARIA RICHARDSON, INTERIM BUSINESS ADMINISTRATOR

Councilman/woman

presents the following Resolution:

SPONSORED BY:

**RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO THE LAW OFFICE OF H. LEE WEARING, ESQUIRE, TO PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES AT TRENTON MUNICIPAL COURT FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$120,000.00 AT AN HOURLY RATE OF \$300.00 PER IN-COURT SESSION AND \$100.00 PER HOUR PER RELATED ADMINISTRATIVE WORK- RFP2024-23**

**WHEREAS**, the City of Trenton has a need for Public Defender Services for the Department of Administration, Division of Public Defender's Office for a period of one (1) year; and

**WHEREAS**, a request for proposal was advertised, and five (5) proposals were received on July 23<sup>rd</sup>, 2024, at 11:00 am and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of The Law Office of H. Lee Wearing, Esquire, 844 West State Street, Trenton, New Jersey 08618 was deemed to include the necessary qualifications and expertise for the performance of the services at rates budgeted; and

**WHEREAS**, funds in an amount not to exceed \$120,000.00 have been certified to be available in the following account numbers: CY'2024, 4-01- -25-2520-290 and CY'2025, 5-01- -25-2520-290 (at an hourly rate of \$300.00 per in-court session and \$100.00 hourly rate per related administrative work) contingent upon the temporary and final adoption of CY'2024 and CY'2025 budget. This contract shall be awarded for a period of one (1) year from the date of award;

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

1. The Mayor is hereby authorized to enter into a contract with The Law Office of H. Lee Wearing, Esquire, 844 West State Street, Trenton, New Jersey 08618 to Provide Professional Public Defender Services at the Trenton Municipal Court in an amount not to exceed \$120,000.00 for a period of one (1) year from date of award for the City of Trenton, Department of Administration, Division of Public Defender's Office.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A: 11-5.
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: <u>FRISBY</u> |     |     |         |        | SECOND: <u>Gonzalez</u> |     |     |         |        |           |     |     |         |        |
|-----------------------|-----|-----|---------|--------|-------------------------|-----|-----|---------|--------|-----------|-----|-----|---------|--------|
|                       | Aye | Nay | Abstain | Absent |                         | Aye | Nay | Abstain | Absent |           | Aye | Nay | Abstain | Absent |
| EDWARDS               | ✓   |     |         |        | GONZALEZ                | ✓   |     |         |        | FELICIANO | ✓   |     |         |        |
| FIGUEROA              |     |     |         |        | HARRISON                |     |     |         | ✓      |           |     |     |         |        |
| KETTENBURG            | ✓   |     |         |        |                         |     |     |         |        |           |     |     |         |        |
| FRISBY                | ✓   |     |         |        | WILLIAMS                | ✓   |     |         |        |           |     |     |         |        |

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

DEC 05 2024

Christa Alcaraz  
President of Council

[Signature]  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2024-23**

**RESOLUTION 24-497**

**THE LAW OFFICE OF H. LEE WEARING, ESQUIRE TO PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES FOR THE CITY OF TRENTON, TRENTON MUNICIPAL COURT**

**THIS CONTRACT** made this **6<sup>TH</sup> day** of **DECEMBER 2024** by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **THE LAW OFFICE OF H. LEE WEARING, ESQUIRE, 844 WEST STATE STREET, TRENTON, NEW JERSEY 08618** ("CONTRACTOR").

**WHEREAS**, the City has a need **TO PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES** for the City of Trenton, Trenton Municipal Court.

**WHEREAS**, Contractor agrees **TO PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES** for the City of Trenton, Trenton Municipal Court 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:

**TO PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES**, the City agrees to retain **THE LAW OFFICE OF H. LEE WEARING, ESQUIRE, 844 WEST STATE STREET, TRENTON, NEW JERSEY 08618** at the request of and under the general supervision of the City of Trenton, Trenton Municipal Court.

**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 **DATE OF AWARD**, in an amount not to exceed **\$120,000.00 AT AN HOURLY RATE OF \$300.00 PER IN-COURT SESSION AND \$100.00 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 #24-497** 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

\_\_\_\_\_  
**THE LAW OFFICE OF H. LEE WEARING, ESQUIRE**  
**844 WEST STATE STREET**  
**TRENTON, NEW JERSEY 08618**

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

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

1/10/25  
DATE

*Nancy R Garza*  
*Nancy R Garza*  
*Attorney at Law*  
*State of NJ*

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

**ATTEST:**

*[Signature]*  
**BRANDON L. GARCIA**  
**MUNICIPAL CLERK**

**CITY OF TRENTON**

*[Signature]*  
**W. REED GUSCIORA, ESQ.**  
**MAYOR**

DATE

3/13/25

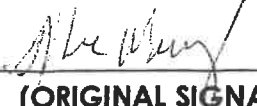
DATE

3.7.25

HOURLY RATE PER RELATED ADMINISTRATIVE WORK

~~\$300.00~~

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 LAW OFFICE OF H. LEE WEARING, ESQUIRE

ADDRESS 844 WEST STATE STREET, TRENTON, NJ 08618

ADDRESS \_\_\_\_\_

FED. ID # 166-38-6954

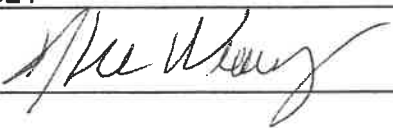
NAME \_\_\_\_\_

TELEPHONE 609-393-3777

FAX \_\_\_\_\_

EMAIL: WEARINGHLEE@YAHOO.COM

DATE: 7/22/2024

SIGNATURE 

**PROCUREMENT REQUIREMENTS:**

- A. A copy of the State of New Jersey Business Registration Certificate  
**(REQUIRED PRIOR TO AWARD)**
- B Acknowledgement of Addenda **(MANDATORY)** Failure to Submit with Proposal  
Submittal is an automatic fatal defect

**REQUEST FOR PROPOSALS  
FOR  
LEGAL SERVICES – PUBLIC DEFENDER  
FOR THE  
CITY OF TRENTON  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF PUBLIC DEFENDER'S OFFICE  
RFP2024-23**

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%**

### **ACKNOWLEDGEMENT OF ADDENDA**

If changes are made to the Request for Proposal, an Addendum will be advertised in the Trenton Times and on the City's Website at [www.trentonnj.org](http://www.trentonnj.org).

Respondent may visit the City of Trenton's website at for any addenda/notices issued prior to the request for proposal opening at [www.trentonnj.org](http://www.trentonnj.org).

Acknowledgement of addenda is mandatory. Your proposal may be considered a fatal defect for failure to submit.

### **PROPOSAL SUBMITTAL INSTRUCTIONS**

Provide one (1) full original proposal (**with original signature**), labeled "**Original**," and three (3) identical additional copies of the full proposal package in a sealed envelope. Proposals **must** be clearly identified on the outside of the sealed envelope with the firm's name, **RFP2024-23** and "**LEGAL SERVICES - PUBLIC DEFENDER**".

Sealed Proposals **must** be submitted to Ms. Isabel Garcia, QPA, Purchasing Agent, City of Trenton, City Hall, 319 East State Street, Trenton, Division of Purchasing, 1<sup>st</sup> floor NJ 08608 on or before **July 23, 2024, 11:00AM**. The City of Trenton will not assume responsibility for any proposals received after the required due date.

Respondents are required to complete, sign (**original signature**), date, and notarize (**as required**) all forms in the Request for Proposal.

### **N.J.A.S.40A:11-13(e)**

Any prospective bidder who wishes to challenge a bid/proposal specification/scope of services shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.