

**RESOLUTION OF THE PLANNING BOARD OF THE
CITY OF TRENTON, COUNTY OF
MERCER, STATE OF NEW JERSEY**

WHEREAS, there is the need for the Planning Board of the City of Trenton to retain professional legal services to provide legal advice and other services to the Planning Board, which services are not required to be publicly bid pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the Planning Board did authorize the issuance of Requests for Proposals made in reference to and in accordance with the Fair and Open Process as provided under N.J.S.A. 19:44A-20.4; and,

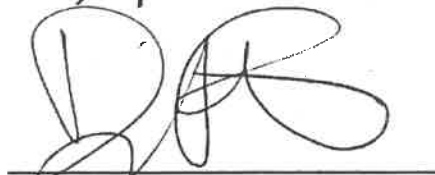
WHEREAS, the Board did review the proposals of three responding attorneys; and,

WHEREAS, the Board determined pursuant to the above process that the award should be made to George D. McGill, Esq., because he provided a bid that was most advantageous to the Planning Board; and,

WHEREAS, the award of the contract is otherwise made in accordance with applicable law governing the appointment of Planning Board professionals;

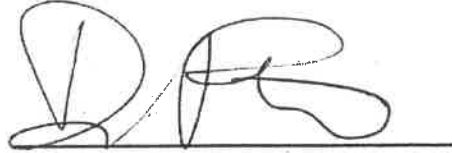
NOW THEREFORE, BE IT RESOLVED, by the Planning Board of the City of Trenton that George D. McGill, Esq., is hereby appointed to the position of Attorney for the Planning Board of the City of Trenton from January 1, 2020 to December 31, 2020, or until such time that other counsel is appointed, and the Chairman is authorized to execute a contract with said attorney on behalf of the Planning Board accordingly.

I, Dan Fatton, Chairman of the Planning Board of the City of Trenton, in the County of Mercer, State of New Jersey, do hereby CERTIFY that the foregoing is a true copy of a resolution adopted by the Planning Board at its regular meeting held on April 23, 2020.



Dan Fatton, Chairman

I, Dan Fatton, Chairman of the Planning Board of the City of Trenton, in the County of Mercer, State of New Jersey, do hereby CERTIFY that the foregoing is a true copy of a resolution adopted by the Planning Board at its regular meeting held on April 23, 2020.

A handwritten signature in black ink, appearing to read 'D. Fatton', written over a horizontal line.

Dan Fatton, Chairman

PROFESSIONAL SERVICES CONTRACT

**RFP2019-58
RESOLUTION 20-215**

THIS CONTRACT, made this 7TH day of MAY 2020 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **GEORGE D. MCGILL, ESQ., 708, 10TH AVENUE, BELMAR, NEW JERSEY 07719** (CONTRACTOR").

WHEREAS, the City has a need to provide for **COUNSEL AND LITIGATION SERVICES AS CONSULTANT TO THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide **COUNSEL AND LITIGATION SERVICES AS CONSULTANT TO THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT** for the City of Trenton, Department of Housing and Economic Development 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:

COUNSEL AND LITIGATION SERVICES AS CONSULTANT TO THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT for the City agrees to retain **GEORGE D. MCGILL, ESQ., 708, 10TH AVENUE, BELMAR, NEW JERSEY 07719** ("the request of and under the general supervision of the City of Trenton, Department of Housing and Economic Development).

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This is a retaining contract and the consultant is utilized as needed per development application until the Planning Board decides to seek a new consultant.


- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
- 4. INTEGRATION: Resolution #20-215** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Housing and Economic Development.
- 5. ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

7. MISCELLANEOUS PROVISIONS:

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

time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

- h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:
1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
 3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4



GEORGE D. MCGILL, ESQ.,
708, 10TH AVENUE
BELMAR, NEW JERSEY 07719

12/22/20

DATE

Seal: _____

Attest: _____

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

ATTEST:


MATTHEW H. COLON, RMC
MUNICIPAL CLERK

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

1/8/21

DATE

1-6-2021

DATE

TITLE

Planning Board Attorney

INTRODUCTION

The City of Trenton is soliciting sealed Request for Proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. from law firms/attorneys licensed to practice law in the State of New Jersey that wish to provide counsel and litigation services to the City's Planning Board and Zoning Board of Adjustment as directed by the Boards or other appropriate officials within the City. The successful firm must have significant experience in representing New Jersey municipal boards in land use matters. The Counsel and Litigation Services shall be required on an as needed basis.

SCOPE OF SERVICES

The City of Trenton, Planning Board (PB) and Zoning Board of Adjustment (ZBA) is interested in retaining the counsel and litigation services of a law firm/attorney to assist the Boards in its review of development applications and Board hearings and is soliciting proposals for these services. The selected firm will work with the Division of Planning and as consultation to the Boards. **Attorney/Firm shall provide an alternate if primary attorney is unable to attend.**

- i. The Planning Board has regular meetings on the 2nd and 4th Thursday of each month in City Hall, starting at 7:00 pm for conferencing and soon after to the Open Public Hearings for cases proposed – the attorney/firm is required to attend all meetings.
 - ii. The Zoning Board of Adjustments has regular meetings on the 3rd Wednesday of each month starting at 7:00p.m.- for Open Public Hearing for cases
1. Attend all Planning Board and Zoning Board of Adjustment meetings and hearings;
 - a. Counsel the PB and ZBA on issues pertaining to Municipal Land Use Law as well as the City of Trenton's Ordinances;
 - b. On an as needed basis, swear in new members that are appointed to the Boards;
 - c. As needed, provide training to new members;
 - d. Give legal insight on new cases that pertain to court cases that may impact the City of Trenton's Master Plan and/or Zoning Ordinance
 2. Prepare and memorialize the resolutions of all PB and ZBA meetings, Conference Sessions, and Public Hearings;
 - a. The resolutions of any meeting should be used for:
 - i. Recording decisions;
 - ii. Giving insight into why decisions were made;