



# City of Newark

City Hall  
920 Broad Street  
Newark, New Jersey 07102

## Legislation Text

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File #: 12-2423, Version: 1

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**Dept/ Agency:** Law

**Action:** ( ) Ratifying (X) Authorizing ( ) Amending

**Type of Service:** Professional Services Contract

**Purpose:** Worker's Compensation Counsel Services

**Entity Name:** Chasan, Leyner & Lamparello, PC

**Entity Address:** 300 Harmon Meadow Boulevard, Secaucus, New Jersey 07094

**Contract Amount:** Not to exceed \$250,000.00

**Funding Source:** City of Newark Budget/Law Department

**Contract Period:** June 1, 2013 through May 31, 2014

**Contract Basis:** ( ) Bid ( ) State Vendor (X) Prof. Ser. ( ) EUS

(X) Fair & Open ( ) No Reportable Contributions ( ) RFP (x) RFQ

( ) Private Sale ( ) Grant ( ) Sub-recipient ( ) n/a

**Additional Information:**

**WHEREAS**, the City of Newark is involved in ongoing legal matters and therefore has a need to acquire legal services; and

**WHEREAS**, the City of Newark issued a Request for Qualifications for Workers' Compensation Services on or about September 17, 2012; and

**WHEREAS**, the City of Newark received a total of nine (9) proposals in response to its request; and

**WHEREAS**, Chasan, Leyner and Lamparello, PC, with offices located at 300 Harmon Meadow Boulevard, Secaucus, New Jersey 07094, submitted a proposal and it was found based upon price and other factors to be in the best interest of the City of Newark to accept the proposal for the purpose of providing legal services concerning Workers' Compensation Services; and

**WHEREAS**, the City of Newark wishes to enter into a contract with Chasan, Leyner & Lamparello, PC, to provide legal services concerning Workers' Compensation Matters, in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), for a period of June 1, 2013 through May 31, 2014, which shall cover those existing matters currently being handled by Chasan Leyner & Lamparello, PC as well as new matters that may arise during the contract term; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that notice of the award of contracts for "Professional Services" without competitive bidding must be published in a local newspaper; and

**WHEREAS**, this contract is for an amount over \$17,500.00 and is being awarded as a fair and open contract pursuant to N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Chasan, Leyner & Lamparello, PC, has completed and submitted a Business Entity Disclosure Certification, which certifies that Chasan, Leyner & Lamparello, PC has not made any reportable contributions to a political or candidate committee in the City of Newark in the previous one (1) year, and that the contract will prohibit Chasan, Leyner & Lamparello, PC from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Mayor of the City of Newark signed into law Executive Order Number MEO-07-0001 (hereinafter "Pay-to-Play Executive Order"), which requires reporting of political contributions to Newark Municipal Candidates and prohibits certain political contributions during the duration of the contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:**

1. The Mayor and/or his designee, the Corporation Counsel, are hereby authorized and directed on behalf of the City of Newark to execute a contract with Chasan, Leyner & Lamparello, PC, located at 300 Harmon Meadow Boulevard, Secaucus, New Jersey 07094, to provide legal services concerning Workers' Compensation Matters in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), for the period of June 1, 2013 through May 31, 2014, which shall cover those existing matters currently being handled by Chasan Leyner & Lamparello PC as well as new matters that may arise during the contract term.
2. The term of this contract shall be June 1, 2013 through May 31, 2014, for such matters that may arise during the contract term.
3. This contract is being awarded pursuant to the fair and open procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5) and pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(i)) and is in compliance with Executive Order MEO-07-0001, effective March 31, 2007.
4. This is an open-ended contract to be used as needed during the term of the contract. Thus, for any and all expenditures against this contract, a certification of the availability of sufficient funds, as required by N.J.A.C. 5:30-5.5(b)(2), shall be executed before a contractual liability is incurred each time an order is placed, covering the amount of the order. Funds for this contract in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be provided from the City of Newark Budget, Law Department.
5. Chasan, Leyner & Lamparello, PC has completed and submitted a Business Entity Disclosure Certificate, which shall be placed on file with the resolution in the City Clerk's Office, certifying that Chasan, Leyner & Lamparello, PC has not made any reportable contributions to a political or candidate committee in the City of Newark in the previous one (1) year, and the contract will prohibit Chasan, Leyner & Lamparello, PC from making reportable contributions through the term of contract.
6. A copy of the executed agreement herein authorized shall be filed in the Office of the City

Clerk by the Corporation Counsel and shall be made available for public inspection.

7. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this resolution.

### **STATEMENT**

This resolution authorizes the Mayor and/or his designee, the Corporation Counsel, on behalf of the City of Newark to enter into and execute a contract with Chasan, Leyner & Lamparello, PC, located at 300 Harmon Meadow Boulevard, Secaucus, New Jersey 07094, to provide legal services for Worker's Compensation Matters, in an amount not to exceed Two Hundred and Fifty Hundred Thousand Dollars (\$250,000.00), for the period of June 1, 2013 through May 31, 2014, which shall cover those existing matters currently being handled by Chasan Leyner & Lamparello PC, as well as new matters that may arise during the contract term.