

**RESOLUTION
BOROUGH OF CLAYTON
APPOINTING BROWN & CONNERY
AS EMPLOYMENT ATTORNEY FOR THE BOROUGH OF CLAYTON
FOR THE YEAR 2016, PURSUANT TO THE LOCAL PUBLIC
CONTRACTS LAW
(N.J.S.A. 40A:11-1, ET SEQ.)**

R-26-16

WHEREAS, there exists a need for an Employment Attorney in the Borough of Clayton for the purpose of providing the Borough with legal services and advice; and

WHEREAS, funds are or will be available for this purpose; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of a contracting unit to public a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for "professional services" without competitive bidding;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton as follows:

1. That Brown & Connery, be hereby appointed as Employment Attorney for the Borough of Clayton, to provide legal services and advice to the officials of said Borough for the year 2016.
2. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with the firm of Brown & Connery, for legal services above specified, for a term of one (1) year, commencing January 7, 2016, and to be paid in accordance with the 2016 budget.
3. This contract is awarded without competitive bidding as a "professional service" under the provision of the Local Public Contracts Law because the specialized training, education, experience and specialized knowledge needed for this position cannot be properly described in specifications which would have to be prepared for competitive bidding, and because the law permits agreements for professional services without public advertising and bidding

therefore.

4. A notice of the award of this contract shall forthwith be printed once in The Sentinel or South Jersey Times, the official newspaper of the Borough of Clayton, authorized by law to publish the legal advertisements of the Borough of Clayton, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Borough of Clayton.

ADOPTED, at the reorganization meeting of the Mayor and Council of the Borough of Clayton on January 7, 2016.

BOROUGH OF CLAYTON



Thomas Bianco, Mayor

ATTEST:



Christine Newcomb
Municipal Clerk

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the reorganization meeting of the Borough of Clayton, held on January 7, 2016.



Christine Newcomb
Municipal Clerk

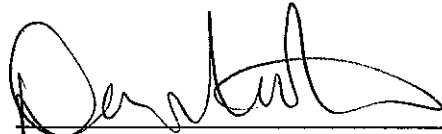
CERTIFICATE OF AVAILABILITY OF FUNDS

From: Donna Nestore, Chief Financial Officer, Borough of Clayton

To: Mayor and Council, Borough of Clayton

Re: Brown & Connery -2016 – Employment Labor Attorney

I hereby certify that, as of this date, adequate funds have been appropriated in the 2016 Temporary Budget (and then subsequently in the 2016 Adopted Budget) and are available to satisfy the expenditure required for the above referenced contract.

A handwritten signature in black ink, appearing to read 'Donna Nestore', is written over a horizontal line.

DONNA NESTORE
Chief Financial Officer
Borough of Clayton

Dated: January 7, 2016

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement, made this 7th day of January, 2016, by and between:

Borough of Clayton, a municipal corporation of the State of New Jersey, with an address at 125 North Delsea Drive, Clayton, New Jersey 08312 (hereinafter referred to as "Borough" and Brown & Connery, LLP, with an address at 360 Haddon Avenue, Westmont, New Jersey 08108 (hereinafter referred to as "Borough Employment Labor Attorney," "Contractor" or "Firm").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Borough hereby appoints the Borough Employment Labor Attorney to represent the Borough for a term of one (1) year, commencing on January 7, 2016, and he shall perform all duties required of a local representative of the Borough.
2. During the term of this Agreement, the Borough Employment Labor Attorney shall devote his best efforts to advance the interest of the borough; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court.
3. Employment Labor Attorney shall bill Borough at the following hourly rates:
 - a. \$180.00 per hour for all time spent by Attorney or any attorney employed by the Firm or any per diem attorney utilized by the Firm; and
4. This Agreement shall remain in effect until December 31, 2016.


ATTEST:


CHRISTINE NEWCOMB, Clerk


BOROUGH OF CLAYTON


THOMAS BIANCO, Mayor

ATTEST:



LAW OFFICES OF
BROWN & CONNERY, LLP


Christine P. O'Hearn, Esquire

AMY J. MCCAUSLAND
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 15, 2016

(REVISED 4/10)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 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.

The contractor or subcontractor, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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.

In conforming with the targeted employment goals, the contractor or subcontractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

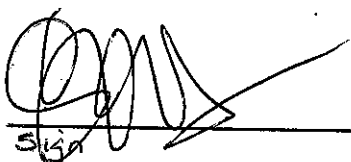
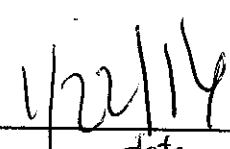
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

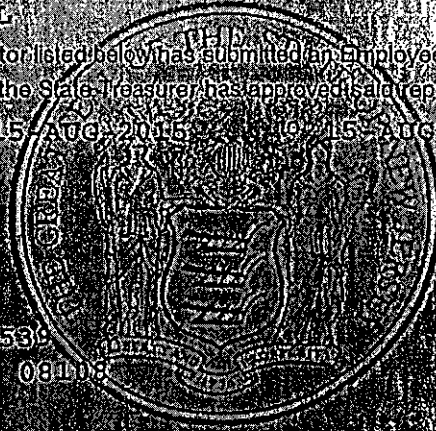
Signature Date

Certification 12316

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 AUG 2015 to 15 AUG 2018.

BROWN & CONNERY, LLP
360 HADDON AVE., BOX 530
WESTMONT
NJ 08108



Robert A. Romano

Robert A. Romano
Acting State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

TAXPAYER NAME

BROWN & CONNERY, LLP

TRADE NAME

TAXPAYER IDENTIFICATION#

210-690-2431000

SEQUENCE NUMBER

002365

ADDRESS

360 HADDON
WESTMONT, NJ 08060

ISSUANCE DATE

09/29/04

EFFECTIVE DATE

03/15/97

FORM-BR-008-01

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuous in display at above address.