

**RESOLUTION  
BOROUGH OF CLAYTON  
APPOINTING MALEY & ASSOCIATES  
AS REDEVELOPMENT 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-27-16**

**WHEREAS**, there exists a need for a Redevelopment 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 Maley & Associates, be hereby appointed as Redevelopment 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 Maley & Associates, for redevelopment 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

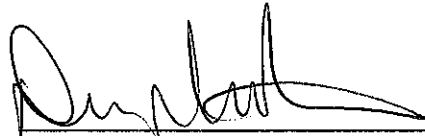
**CERTIFICATE OF AVAILABILITY OF FUNDS**

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

To: Mayor and Council, Borough of Clayton

Re: Maley & Associates -2016 – Redevelopment Counsel/COAH

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 Maley & Associates, with an address at 931 Haddon Avenue, Collingswood, New Jersey 08108 (hereinafter referred to as "Redevelopment Consultant," "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 Redevelopment Consultant 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 Redevelopment Consultant 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. Redevelopment Consultant shall bill Borough at the following hourly rates:
  - a. \$190.00 per hour for all time spent by Redevelopment Consultant or any attorney employed by the Firm or any per diem attorney utilized by the Firm; and
  - b. \$95.00 per hour for all time spent by any paralegal employed by the Firm or any per diem paralegal utilized by the Firm.
4. Borough shall pay all disbursements incurred by the Firm at the Firm's normal rate, such as, but not limited to, photocopying (at \$0.20 per page), printing expenses, travel expenses, messenger fees, filing fees, recording fees, postage, etc.
5. As a prerequisite to payment, Redevelopment Consultant shall complete and execute vouchers provided by the Borough in blank, which Firm shall be free to submit with each bill so that the bill may be paid upon approval.
6. Statutorily Required Affirmative Actions Clause:

Attached hereto and incorporated herein are:

Exhibit A: Mandatory Affirmative Action language Goods, Professional Services and General Service Contracts;

Exhibit B: State of New Jersey Business Registration together with Certificate of Employee Information Report and Insurance Binder; and

Exhibit C: M. James Maley's Certificate of Good Standing.

7. This Agreement shall remain in effect until December 31, 2016.

ATTEST:

Christine Newcomb  
CHRISTINE NEWCOMB, Clerk

BOROUGH OF CLAYTON

Thomas Bianco  
THOMAS BIANCO, Mayor

ATTEST:

Margie Watson

MALEY & ASSOCIATES

M. James Maley, Jr.  
M. JAMES MALEY, JR.

**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
EXHIBIT B**

P.L. 1975, C.127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter).  
OR
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  
OR
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.  
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH  
THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975,C.127**

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The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?  
YES \_\_\_\_\_ NO  X   
If yes, please submit a copy of such approval.
2. Do you have a Certificate of Employee Information Report Approval?  
YES  X  NO \_\_\_\_\_  
If yes, please submit a copy of such certificate.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: MALEY & ASSOCIATES

SIGNATURE: 

TITLE: PRINCIPAL

**Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L.1975, c.127, within the time frame.**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 AND N.J.A.C. 17:27**  
**EXHIBIT C**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);  
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Maley & Associates

SIGNATURE: 

PRINT NAME: M. James Maley, Jr.

TITLE: Principal

DATE: 11-4-2015

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY  
AND AFFIRMATIVE ACTION AFFIDAVIT  
EXHIBIT D**

(N.J.S.A. 10:5-31, et seq.)

(N.J.A.C. 17:27-1, et seq.)

STATE OF NEW JERSEY        )  
                                      ) SS:  
COUNTY OF CAMDEN         )

I, M. James Maley, Jr. of Maley & Associates, with an office in Collingswood, New Jersey in the County of Camden and State of New Jersey, of full age, being duly sworn according to law, on my oath, depose and say that:

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, sex, affectional or sexual orientation. Except with respect to affectual or sexual orientation. the 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 or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion. or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting. officer advising the labor union or workers' representative of the contractor's commitment under this act 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 the 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 employ minority and women workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C.17:27-5-2.



The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 personal 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 applicable 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, sex, affectional or sexual orientation, and 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:

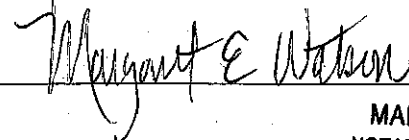
Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1.

MALEY & ASSOCIATES

BY:   
M. James Maley, Jr., Principal

Sworn to and subscribed before me  
this 14th day of November, 2015.

  
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MARGARET E. WATSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 9/28/2017

**APPENDIX E**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Clayton (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner *shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

COMPANY: Maley & Associates

SIGNATURE: 

PRINT NAME: M. James Maley, Jr.

TITLE: Principal

DATE: 11-4-2015