

**RESOLUTION
BOROUGH OF CLAYTON
APPOINTING JOHN ALICE
AS CONFLICT SOLICITOR 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-28-16

WHEREAS, there exists a need for a Conflict Solicitor 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 John Alice be hereby appointed as Conflict Solicitor for the Borough of Clayton, to provide services and advice to the officials of said Borough for the year 2016.

1. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with John Alice, 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.

2. 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.

3. 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 regular council 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 regular meeting of the Borough of Clayton, held on January 7, 2016.



Christine Newcomb
Municipal Clerk

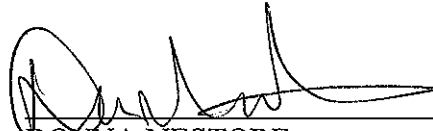
CERTIFICATE OF AVAILABILITY OF FUNDS

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

To: Mayor and Council, Borough of Clayton

Re: John Alice, Esquire – 2016 Conflict Solicitor

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: December 30, 2015

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 John Alice, Esquire, with an address at 28 Cooper Street, Woodbury, New Jersey 08096 (hereinafter referred to as "Borough Conflict Solicitor," "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 Conflict Solicitor 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 Conflict Solicitor 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. Solicitor shall bill Borough at the following hourly rates:
 - a. \$175.00 per hour for all time spent by Solicitor or any attorney employed by the Firm or any per diem attorney utilized by the Firm; and
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, Conflict Solicitor 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: John Alice'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, Mayor

ATTEST:

Patricia A. Noon
PATRICIA A. NOON

LAW OFFICES OF
JOHN A. ALICE


JOHN A. ALICE, Esquire



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ALICE, JOHN A
Trade Name:	LAW OFFICES OF JOHN A. ALICE
Address:	28 COOPER STREET WOODBURY, NJ 08096
Certificate Number:	1157340
Effective Date:	January 01, 2000
Date of Issuance:	December 13, 2007

For Office Use Only:
20071213145519050

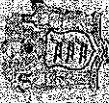
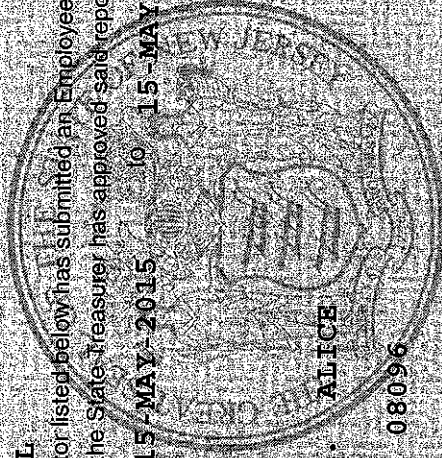
Certification 41947
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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-MAY-2015 to 15-MAY-2022

LAW OFFICES OF JOHN A. ALICE
28 COOPER STREET
WOODBURY NJ 08096



Andrew P. Sidamon-Eristoff
State Treasurer

2016 CONFLICT SOLICITOR RATE SCHEDULE
FOR BOROUGH OF CLAYTON

A) Professional Services – \$175.00 per hour. Representative legal services include, but are not limited to, preparation of Resolutions as required, correspondence, research, trial preparation, court attendance, depositions, document preparation or review, telephone calls, attendance at meetings other than regularly scheduled monthly meetings.

B) Costs – Reimbursement for out – of – pocket expenses, including, but not limited to, filing fees, transcript fees, copying fees, postage fees.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional 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, affectional or sexual orientation or sex. 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 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 for the 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 commitments 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with 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,

creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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.

Dated: _____

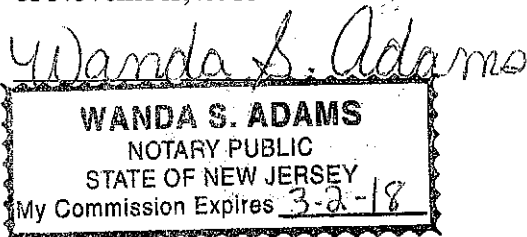
John A. Alice

State of New Jersey :
: SS.
County of Gloucester :

Sworn to and subscribed

before me this 24th day

of November, 2015



Non-Collusion Affidavit

State of New Jersey :
: SS
County of Gloucester :

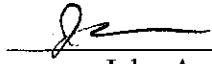
I, John A. Alice of the City of Woodbury in the County of Gloucester and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am the owner of the firm of Law Office of John A. Alice, the bidder making the proposal for the above named project, and that I executed the said proposal with full authority, so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct and made with full knowledge that the Borough of Clayton relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by John A. Alice.

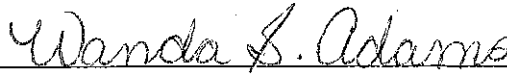
(Name of Contractor) (N.J.S.A. 52:34-15).

Subscribed and sworn to



John A. Alice
(Print Name)

Before me this 24th day of November, 2015



Notary Public of New Jersey
WANDA S. ADAMS
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires 3-2-15

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

The contractor and the **BOROUGH OF CLAYTON** (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 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.

JAA 11/24/15
Initial and Date