

**RESOLUTION  
BOROUGH OF CLAYTON  
APPOINTING BROWN & CONNERY  
AS EMPLOYMENT ATTORNEY FOR THE BOROUGH OF CLAYTON  
FOR THE YEAR 2017, PURSUANT TO THE LOCAL PUBLIC  
CONTRACTS LAW  
(N.J.S.A. 40A:11-1, ET SEQ.)**

**R-26-17**

**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 2017.
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, 2017, and to be paid in accordance with the 2017 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, 2017.

**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, 2017.



\_\_\_\_\_  
Christine Newcomb  
Municipal Clerk

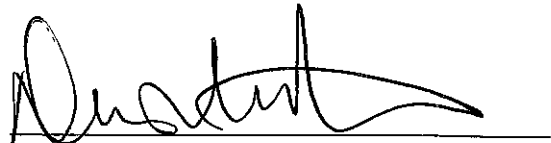
**CERTIFICATE OF AVAILABILITY OF FUNDS**

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

To: Mayor and Council, Borough of Clayton

Re: Brown & Connery – 2017 Employment Labor Attorney

I hereby certify that, as of this date, adequate funds have been appropriated in the 2017 Temporary Budget (and then subsequently in the 2017 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, 2017

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement, made this 7th day of January, 2017, 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, 2017, 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, 2017.

ATTEST:

  
CHRISTINE NEWCOMB, Clerk

BOROUGH OF CLAYTON


  
THOMAS BIANCO, Mayor

ATTEST:



AMY J. McCAUSLAND  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 15, 2021

LAW OFFICES OF  
BROWN & CONNERY, LLP

  
Christine P. O'Hearn, Esquire

(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.

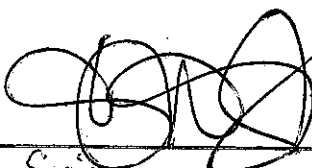
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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](http://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.

  
\_\_\_\_\_  
Sign

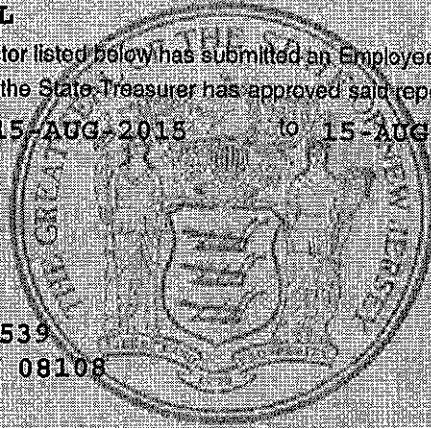
Certification 12316

## 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 539  
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 08646-0282

TAXPAYER NAME

BROWN & CONNERY, LLP

TRADE NAME

TAXPAYER IDENTIFICATION#

210-690-2431000

SEQUENCE NUMBER

002365

ADDRESS

360 HADDON  
WESTMONT NJ 08056

ISSUANCE DATE

09/29/04

EFFECTIVE DATE

03/15/97

FORM-BRC(08-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



Brown & Connery, LLP currently serves as the special labor counsel for the Vineland Housing Authority ("Authority"). The firm provides legal assistance and opinions on various labor related matters, including collective bargaining agreement negotiations with the CWA.

## **VI. FEE PROPOSAL**

Brown & Connery is committed to the delivery of the finest quality legal services to our clients. Our law firm is also committed to improving the quality of life in the community in which we live and work -- including improving the level of government services. Brown & Connery would like to assist in the efficient and economic delivery of services. We recognize that local governments and institutions have limited resources and are faced with increasing demand for services. Brown & Connery has, in its prior representation of similar entities, provided its legal services at fee levels that are far less than those usually charged to private and corporate clients. The firm proposes to provide services at an hourly rate of **\$180.00 for all attorneys, \$95.00 for law clerks/paralegals. The firm is not proposing any increase in rates from the 2016 hourly rates.** These rates are substantially discounted from the firm's usual rates as a courtesy for governmental and public entities.

Billable time would include reasonable time spent in all aspects of client representation, including, but not limited to, telephone conversations, drafting and review of correspondence and other documents, conferences, preparation for and attendance at grievances, mediations, arbitrations, depositions and court hearings, legal research, client meetings, site visits, and travel. Secretaries' time and word processors' time would not be billed. Costs for postage would be billed at the prevailing postage rate.

The firm would charge reasonable costs incurred such as mileage, tolls, copying, facsimile, scanning, long distance telephone calls, postage, electronic research, etc. The firm would abide by all contractual requirements and expense requirements and/or restrictions or limits in such regard.

Our invoices are itemized by date, name of professional, description of service and number of hours, and type and amount of disbursement. Invoices are issued monthly and payment is due within thirty days.