

**RESOLUTION
BOROUGH OF CLAYTON
APPOINTING PARKER MCCAY
AS REDEVELOPMENT COUNSEL FOR THE BOROUGH OF CLAYTON
FOR THE YEAR 2021, PURSUANT TO THE LOCAL PUBLIC
CONTRACTS LAW
(N.J.S.A. 40A:11-1, ET SEQ.)**

R-27-21

WHEREAS, there exists a need for a Redevelopment Counsel 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 Parker McCay, be hereby appointed as Redevelopment Counsel for the Borough of Clayton, to provide legal services and advice to the officials of said Borough for the year 2021.
2. The term of this contract shall be from January 1, 2021 to December 31, 2021, in an amount not to exceed \$15,000.00.
3. Donna Nestore, CFO, for the Borough of Clayton certifies the above referenced dollar amount is available through the Redevelopment O&E line item in the 2021 budget. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the Borough of Clayton is not obligated to spend that amount.
4. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with the firm of Parker McCay, for redevelopment services above specified, for a term of one (1) year, commencing January 1, 2021, and to be paid in accordance

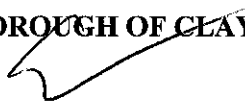
with the 2021 budget.

5. 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.

6. 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, 2021.

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, 2021.

Christine Newcomb
Municipal Clerk

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement, made this 7th day of January, 2021, 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 Parker McCay, with an address at 9000 Midlantic Drive, Suite 300, Mount Laurel, New Jersey 08054 (hereinafter referred to as "Redevelopment Counsel," "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 Counsel to represent the Borough for a term of one (1) year, commencing on January 1, 2021 and he shall perform all duties required of a local representative of the Borough.
2. During the term of this Agreement, the Redevelopment Counsel 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. \$95 to \$250.00 per hour for all time spent by Redevelopment Counsel or any attorney employed by the Firm or any per diem attorney utilized by the Firm; and
4. 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.
5. 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: Certificates of Good Standing.

6. This Agreement shall remain in effect until December 31, 2021.

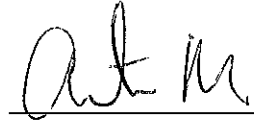
ATTEST:


CHRISTINE NEWCOMB, Clerk

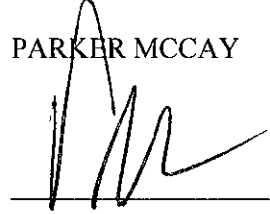
BOROUGH OF CLAYTON


THOMAS BIANCO, Mayor

ATTEST:



PARKER MCCAY



(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 et seq.****GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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; or

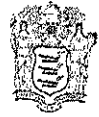
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

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 N.J.A.C. 17:27-1.1 et seq.

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-APR-2020 to 15-APR-2023

PARKER MC CAY, PA
9000 MIDLANTIC DRIVE, SUITE 30
MT. LAUREL NJ 08054



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PARKER MCCAY P.A.
Trade Name:
Address: 9000 MIDLANTIC DR STE 300
MOUNT LAUREL, NJ 08054-1539
Certificate Number: 1082583
Effective Date: August 24, 2004
Date of Issuance: January 09, 2020

For Office Use Only:
20200109121030224



FEE SCHEDULE

Proposed Redevelopment Counsel Fee Schedule

The hourly rate for professional and paraprofessional legal services for Borough of Clayton will be:

Shareholders (Partners)	\$250
Counsel, Of Counsel	\$230
Associates	\$190
Paralegals/Law Clerks	\$95

Time estimates and total cost of "not to exceed" amount can be determined upon further discussion of the scope of work for the position.

Additional Fees

In addition to legal services, our invoices will include any out-of-pocket expenses attributable to a specific client matter. Out-of-pocket expenses generally include, but are not limited to postage, photocopying and complex document production, fax transmissions, courier services, online research, travel expenses, filing, recording, certification and registration fees charged by governmental bodies.

Itemized statements showing services rendered and disbursements made by the firm on behalf of the client will be submitted on a monthly basis, together with an appropriate voucher for payment.