

**RESOLUTION
BOROUGH OF CLAYTON
APPOINTING JOSEPH F. BETLEY, ESQUIRE AS SPECIAL LABOR COUNSEL
FOR THE BOROUGH OF CLAYTON
PURSUANT TO THE LOCAL PUBLIC CONTRACTS LAW
(N.J.S.A. 40A:11-1, ET SEQ.)
NUNC PRO TUNC**

R-89-12

WHEREAS, there exists a need for a Special Labor Counsel in the Borough of Clayton for the purpose of providing the Mayor and Council of said Borough with legal counsel 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 publish a notice in a newspaper authorized by law to public 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 Joseph Betley, Esquire, is hereby appointed as Special Labor Counsel for the Borough of Clayton, to provide counsel, advice and legal services to the officials of said Borough.
2. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into a contract with Joseph Betley, Esquire, for the legal services above specified, for a term of one year. The fees to the solicitor shall be at a rate which is just and proper in accordance with fees established by said profession.
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 Gloucester County 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 a meeting of the Mayor and Council of the Borough of Clayton on Thursday, March 22, 2012.

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 a meeting of the Borough of Clayton, held on Thursday, March 22, 2012.



Christine Newcomb, Municipal Clerk

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made this day of 3/1/2012, by and between the Borough of Clayton (Borough) and Joseph F. Betley, Esquire, a member of the firm of Capehart Scatchard P.A., Suite 300 South, 8000 Midlantic Drive, Mt. Laurel, NJ 08054 ("Capehart Scatchard");

WHEREAS, Capehart Scatchard is a law firm practicing a recognized profession, which practice is regulated by law, and which practice includes the rendering of services of Special Labor Counsel; and

WHEREAS, there exists a need for legal services for the Borough through the engagement of Labor Counsel for the purpose of representing the Borough regarding labor matters including but not limited to disciplinary matters; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) allows for the award of contracts for "Professional Services" without competitive bids,

NOW, THEREFORE, BE IT RESOLVED that the parties hereto intending to be mutually bound and in consideration of these mutual promises contained herein agree as follows:

1. Scope of Work. Capehart Scatchard is hereby engaged as Special Labor Counsel by the Borough and shall render legal services as required.
2. Length of Contract. Capehart Scatchard shall begin work on March 1, 2012, and shall conclude all work by December 31, 2012.
3. Compensation. The Borough shall pay to Capehart Scatchard for the services provided for herein:

Shareholders	--	\$185.00
Associates	---	\$150.00

for consultation, rendering of legal opinions, representation and research for special cases. Capehart Scatchard shall also be reimbursed for any and all costs and expenses incurred or advanced by said Capehart Scatchard on behalf of the Borough provided signed invoices with required certification and documentation of services are provided.

4. Affirmative Action. During the performance of this contract, Capehart Scatchard agrees as follows:

- A. Capehart Scatchard will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Capehart Scatchard 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 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 of training, including apprenticeship. Capehart Scatchard agrees to post in conspicuous places, available to employees and applicant for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- B. Capehart Scatchard will in all solicitations for advertisements for employees placed by or on behalf of the Capehart Scatchard state that all qualified applicants will receive consideration for employment without regard to age, race, color, national origin, ancestry, marital status or sex;
- C. Capehart Scatchard 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 Public Agency Compliance Officer advising the labor union or workers' representative of Capehart Scatchard commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. Capehart Scatchard agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- E. Capehart Scatchard agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- F. Capehart Scatchard agrees to inform in writing all recruitment agencies, including 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 or sex, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.
- G. Capehart Scatchard 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.
- H. Capehart Scatchard 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

Provisions (D), (E), (G), or (H) are not required for subcontractor(s) with four (4) or fewer employees or subcontractor(s) who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

5. Termination. Either party may terminate this contract within thirty (30) days notice to the other party. Final payment shall be based upon completion of the total scope of work.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this

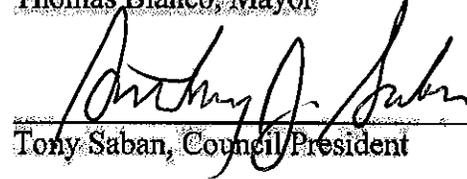
22 day of March 2012.

BOROUGH OF CLAYTON



Thomas Bianco, Mayor

DATED:



Tony Saban, Council/President

DATED:

CAPEHART SCATCHARD, P.A.
8000 Midlantic Drive - Suite 300 S.
Mt. Laurel, New Jersey 08054

BY: 
Joseph F. Betley, Esquire

DATED: 3/13/12

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