

**MANSFIELD TOWNSHIP
BURLINGTON COUNTY**

RESOLUTION 2017-11-11

RESOLUTION APPOINTING SPECIAL COUNSEL

WHEREAS, the Township of Committee is in need of Special Counsel to advise it with regard to the sale of municipally-owned property comprised of the former municipal complex, and two (2) other buildings, and a portion of the 3.82 +/- acres upon which said buildings are situated; and

WHEREAS, the Township has received a Proposal from the Law Firm of Parker McCay P.A., through John C. Gillespie, Esquire, offering to prepare the necessary Agreement of Sale and associated documents, and to attend the Closing of title on the property, at an hourly rate of Two Hundred Fifty Dollars (\$250.00) per hour for all Attorneys, One Hundred Five Dollars (\$105.00) per hour for paralegals, with a “cap” of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00); and

WHEREAS, the award of contracts for legal services is a “professional service” under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, Parker McCay and John C. Gillespie currently serve as the Township’s Special Counsel on TDR matters, and the Township Committee is familiar with Special Counsel; and

WHEREAS, the Township’s Chief Financial Officer has certified that funds are available to award the contract.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey that the Mayor and Clerk be and are hereby authorized to execute the attached Contract to Provide Legal Services with the Firm of Parker McCay P.A., and John C. Gillespie, Esquire of that Firm, to represent the Township’s interest in the sale of the aforementioned property; and to take such other actions on behalf of the Township of Mansfield as may be directed by the Mayor, Clerk and Administrator.

BE IT FURTHER RESOLVED that notice of the award of this Contract shall be published in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*

MOTION:

SECOND:

ROLL CALL VOTE

AYES:

NAYS:

ABSTAIN:

ABSENT

CERTIFICATION

I, **LINDA SEMUS, RMC, CMR, Municipal Clerk** of the Township of Mansfield in the County of Burlington, State of New Jersey do hereby certify the foregoing to be a true and accurate copy of the Resolution adopted by the Mansfield Township Committee, County of Burlington, State of New Jersey at a regular meeting held on November 29, 2017 at 4:00 PM at the Municipal Complex.

**Linda Semus, RMC, CMR
Municipal Clerk**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, dated the ____ day of _____, 2017, by and between **Parker McCay P.A.** (“Attorney”), with offices at 9000 Midlantic Drive, Suite 300, P. O. Box 5054, Mount Laurel, New Jersey 08054, and the **Township of Mansfield** (“Township”), a corporate body politic, with offices at 3135 Route 206, Suite 1, Columbus, New Jersey 08022, in consideration of the mutual covenants hereinafter set forth, provides as follows:

1. The Township agrees, pursuant to Resolution 2017-__-__, to retain Attorney to represent the Township of Mansfield regarding to the sale of municipally-owned property.
2. Attorney shall be compensated at the rate of Two Hundred Fifty Dollars (\$250.00) per hour for all Attorneys and One Hundred Five Dollars (\$105.00) per hour for Paralegals and Law Clerks, for a total contract amount not to exceed Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) for professional services performed during the course of this matter, plus reimbursement of advanced costs and authorized expenses. It is expressly understood that any amount expended over Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) shall be approved by the Township Committee.
3. During the performance of this contract, the Attorney agrees as follows:

The Attorney, 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 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 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 Attorney 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 Attorney, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, 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 Attorney, 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 Attorney's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken with-out 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 Attorney 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 Attorney 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.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first written above.

PARKER McCAY P.A.

By: _____
John C. Gillespie, Esquire

TOWNSHIP OF MANSFIELD

By: _____
Sean Gable, Mayor

Attest:

Linda Semus, RMC, CMR, Municipal Clerk