RESOLUTION NO. 17-323

Date of Adoption: JUN 01 2017

Factual content certified by:

TERRY MCEWEN, BUSINESS ADMINISTRATOR

Councilman/woman presents the following Resolution:

RESOLUTION APPOINTING PENEOPE S. EDWARDS-CARTER
ACTING MUNICIPAL CLERK IN THE OFFICE OF THE CITY CLERK
OF THE CITY OF TRENTON EFFECTIVE JUNE 12, 2017

WHEREAS, the Trenton City Council (the “Council”) is in the process of seeking qualified candidates to fill the position of Municipal Clerk, however, the Council has determined that it will not be able to select and hire a candidate for the position of Municipal Clerk by June 12, 2017; and

WHEREAS, it is necessary that the City retain the services of a qualified, independent contractor to serve as Acting Municipal Clerk until such time as a Municipal Clerk is hired; and

WHEREAS, pursuant to N.J.S.A. 40A:9-133, the governing body can appoint a person, who does not hold a registered municipal clerk certificate, to serve as acting municipal clerk for a period not to exceed one year, which period may be extended with the approval of the Director of the Division of Local Government Services in the department of Community Affairs; and

WHEREAS, the City Council of the City of Trenton has determined that Penelope S. Edwards-Carter is qualified and fit to assume and discharge the duties and responsibilities of the Acting Municipal Clerk;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Trenton that Penelope S. Edwards-Carter shall be and is hereby appointed, pursuant to N.J.S.A. 40:69A-38 and N.J.S.A. 40a:9-133, as prescribed by law for a term beginning June 12, 2017 and ending July 6, 2017 as the Acting Municipal Clerk for the City of Trenton.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JUN 01 2017.

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
FOR
ACTING MUNICIPAL CLERK

THIS CONTRACT is made as of this 2ND day of JUNE 2017, by and between the
CITY OF TRENTON, a municipal corporation of the State of New Jersey
located at 319 East State Street, Trenton, New Jersey 08608 (hereinafter referred
to as the “City”) and PENELLOPE S. EDWARDS-CAR TER located at 63 Yorkshire
Village Road, Lawrenceville, New Jersey 08648 (hereinafter referred to as the
“Acting Municipal Clerk”).

WHEREAS, the City maintains a present and anticipated need for an
independent contractor to serve the City in the role of Acting Municipal Clerk in
the City Clerk’s Office; and

WHEREAS, the Acting Municipal Clerk agrees to perform such services
under the terms and conditions set forth herein with the City being agreeable
thereto; and

WHEREAS, pursuant to Resolution # 17-323 which is incorporated by
reference herein, the City Council of the City of Trenton authorized the award of
a contract to the Acting Municipal Clerk (see) Exhibit A, attached hereto).

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services: The City agrees to retain the Acting Municipal
Clerk and the Acting Municipal Clerk hereby agrees to provide the following
services: Attendance at all City Council meetings (i.e., Conference Session,
Docket Review Sessions, Regular Meeting, Special Meeting and Emergency
Meeting), Weekly Monitoring of Clerk’s Office, Signing of Municipal Documents
(i.e., contracts, certifications, tax sales, etc.), Approval of Staff Timesheets,
Special projects, as requested, and travel reimbursement as required under the
general direction and supervision of the City Council, and in accordance with
the rules governing the City Clerk in the City of Trenton and State of New Jersey.

2. Manner of Performance: The Acting Municipal Clerk warrants that
the representations made by it regarding the ability and skill level to carry out
the Scope of Services are true and accurate. The Acting Municipal Clerk further
warrants that the Scope of Services provided hereunder shall be performed in a
first-rate, professional and workman-like manner, in conformity with the
responsibilities, demands, and ethics of the profession and otherwise to the
satisfaction of the City Council.
3. **Term:** This agreement shall remain in full force and effect for the period one month from **June 12, 2017 through July 6, 2017**, as set forth in the Resolution, unless sooner terminated pursuant to the provisions hereof. In no event shall the term of this Contract be extended without action by the City Council to extend the term.

4. **Compensation:**

   (a) All work performed by the Acting Municipal Clerk pursuant to the terms hereof shall be billed in an amount not to exceed **$6,200.00**; on an as needed basis with a minimum of three (3) consecutive hours each time the Acting Municipal Clerk performs any of the duties set forth in the **Scope of Work**.

   (b) In no event during the term of this Contract shall the Acting Municipal Clerk’s anticipate exceeding the aforesaid contract amount, prior notice shall be given to the City Council of the City of Trenton of the approximate billing cycle in which the contract amount is expected to be exhausted.

5. **Status of Acting Municipal Clerk:** It is expressly understood by and between the parties hereto that the status of the Acting Municipal Clerk retained to carry out the services set forth in this agreement is that of an Independent Acting Municipal Clerk. It is further understood by and between the parties that it is not intended nor shall it be construed, that the Acting Municipal Clerk is an agent, employee, or officer of the City of Trenton.

6. **Notices:** Any notices required to be delivered to either party pursuant to this Contract shall be sent in writing to their respective addresses listed above. The parties shall be responsible for notifying each other of any change of address.

7. **Indemnification:** The Acting Municipal Clerk agrees to indemnify, defend and hold the City harmless from and against all liability, loss, damage, or expense, including attorney's fees, which may be incurred or sustained by reason of the Acting Municipal Clerk willful misconduct or gross negligence in connection with the performance of its obligations under this Contract.
8. **Termination:**
   
   (a) This Contract may be terminated by either party upon ten (10) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

   (b) This Contract may be terminated by the City without cause upon thirty (30) days prior written notice to the Acting Municipal Clerk. The parties shall deal with each other in good faith during the thirty (30) day period after any notice of intent to terminate without cause is given.

9. **Assignment:** This Contract may not be assigned or transferred by either party without the prior written consent of the other party.

10. **Amendment:** This Contract may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the City, where required.

11. **Nondiscrimination:**

   The Acting Municipal Clerk, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation. The Acting Municipal Clerk 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 sex, gender identity or expression, affectional or sexual orientation. 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 Acting Municipal Clerk 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 Acting Municipal Clerk, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Acting Municipal Clerk, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
The Acting Municipal Clerk, 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 Acting Municipal Clerk’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Acting Municipal Clerk, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Acting Municipal Clerk agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by NJAC 17:27-5.2 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 N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Acting Municipal Clerk agrees to inform in writing appropriate recruitment agencies in the area, 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, sex, gender identity or expression, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Acting Municipal Clerk 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.

The Acting Municipal Clerk 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, sex, gender identity or expression, affectional or sexual orientation, 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.
The Acting Municipal Clerk shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

12. **Integration:** This Contract constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract.

13. **Enforceability:** If any term or condition of this Contract or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

14. **Governing Law:** This Contract shall be governed by the laws of the State of New Jersey.

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

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**Attest:**

**DEPUTY MUNICIPAL CLERK**

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**CITY OF TRENTON**

**BY:**

**ERIC E. JACKSON, MAYOR**

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**Witness:**

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**By:**

**PENELOPÉ S. EDWARDS-CARTER**

**ACTING MUNICIPAL CLERK**

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**DATE**

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**DATE**

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**15 June 2017**

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**DATE**