

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2012-25

Council Meeting Date: 01-03-2012

Date Adopted: 01-03-2012

TITLE: RESOLUTION APPOINTING DOCTOR DONNA VICKERY AS  
BOROUGH PHYSICIAN BOROUGH OF NEW PROVIDENCE. COUNTY  
OF UNION AND STATE OF NEW JERSEY

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Muñoz.

WHEREAS, there exists a need for the Mayor and Council of the Borough of New Providence to obtain the services of a medical doctor; and

WHEREAS, the maximum amount of the contract is \$3,000.00 and said funds are available and have been certified by the Chief Financial Officer; and

WHEREAS, the anticipated term of this contract is one (1) year; and

WHEREAS, said contract is awarded for professional services to be performed by Dr. Donna Vickery, licensed medical doctor in the State of New Jersey; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1) requires that the resolution authorizing and awarding of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of New Providence that they hereby agree as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached agreement with Donna Vickery, M. D., 1434 Long Hill Road, Millington, N.J. 07946.
2. Such contract is awarded without competitive bids as a "professional service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law, because the services to be rendered are professional in nature and are un-specifiable as to requirements for performance. Such services must be rendered by a person particularly trained and licensed in this area, which requires extensive specific education and long experience in both the Federal and State procedural requirements.
3. A notice of this action shall be published once in the *Courier News*

BE IT FURTHER RESOLVED that the Chief Financial officer has certified as to the availability of funds provided for herein.

APPROVED, this 3<sup>rd</sup> day of January, 2012.

## RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUCCO	X			
GALLUCCIO	X			
GENNARO	X			
LESNEWICH	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 3<sup>rd</sup> day of January, 2012.

Wendi B. Barry, Borough Clerk

# AGREEMENT TO PROVIDE MEDICAL SERVICES

THIS AGREEMENT, made this      day of January, 2012 by and between:

DR. DONNA VICKERY, a medical doctor licensed by the State of New Jersey, with offices at 1434 Long Hill Road, Millington, New Jersey 07946; and

BOROUGH OF NEW PROVIDENCE, a municipal corporation of the State of New Jersey, with offices at 360 Elkwood Avenue, New Providence, New Jersey 07974-1844.

## WITNESSETH:

WHEREAS, Dr. Donna Vickery, M.D. is licensed by the State of New Jersey as a medical doctor; and

WHEREAS, it is necessary, expedient and in the best interest of the Borough of New Providence that it enter into a professional services contract with a medical doctor to provide medical services, including without limitation, medical examinations of employees and prospective employees, and such other programs and services as may be requested at the discretion of the Borough; and

WHEREAS, such contract is authorized by an appropriate statute of the State of New Jersey; and

WHEREAS, it is the opinion of the Mayor and Council of the Borough of New Providence that it is in the best interest of this municipality to enter into such contract with Dr. Donna Vickery.

NOW THEREFORE, in consideration of the services to be rendered by Dr. Donna Vickery, and the compensation for such services herein provided, it is hereby agreed between the parties as follows:

1. The Borough of New Providence hereby retains Dr. Donna Vickery, M.D. for the period January 1, 2012 through December 31, 2012 to provide medical services, including without limitation, medical examinations of employees and prospective employees, and such other programs and services as may be requested at the discretion of the Borough.
2. The Borough of New Providence will pay as compensation to Dr. Donna Vickery, M.D., the sum of \$3,000.00 for service rendered.
3. In no event shall the sum paid as compensation pursuant of paragraph two (2) of this contract exceed the amount of \$3,000.00 and the obligation of the Borough to pay same shall be dependent upon an appropriate

municipal budgetary allocation of said funds by adoption of the 2012 Municipal Budget.

4. Equal Opportunity Employment Affirmative Action Language, P.L. 1975, c. 127 (N.J.A.C. 17:27) Procurement, Professional and 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that all 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 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 non-discrimination 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 or sex.

The contractor or subcontractor, where applicable, 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 agency contracting officer, advising the labor union or workers representative of the contractor’s commitments under this act 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:275.2 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 contractor or subcontractor agrees to inform in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and 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 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, if necessary, to assure that all personnel testing conforms with 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 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, creed, color, national origin, ancestry, marital status or sex, and conforms with any applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

The contractor or subcontractor 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 to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporate seals to be hereto affixed, the day and year first above written.

**BOROUGH OF NEW PROVIDENCE**

**DR. DONNA VICKERY**

\_\_\_\_\_  
J. Brooke Hern, Mayor

\_\_\_\_\_  
Dr. Donna Vickery

Attest:

Attest:

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Wendi B. Barry, Borough Clerk

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