

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2017-187

Council Meeting Date: 06-26-2017

Date Adopted: 06-26-2017

TITLE: RESOLUTION APPROVING CONTRACTS WITH THE COUNTY OF UNION FOR THE 2016/2017 SENIOR FOCUS GRANT

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

WHEREAS, the Borough of New Providence has been awarded a 2016/2017 Senior Focus Grant from Union County Freeholders in an amount not to exceed \$15,500.00 to be used in accordance with the program requirements.

NOW THEREFORE BE IT RESOLVED that the Union County 2016/2017 Senior Focus Grant contract be approved in the form as attached hereto, and that the Borough Administrator and Borough Clerk are authorized to sign same on behalf of the Borough.

APPROVED, this 26th day of June, 2017.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ			X	
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 26th day of June, 2017.

Wendi B. Barry, Borough Clerk

2016/2017 SENIOR FOCUS GRANT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of June 2017, by and between the **County of Union**, a Body Politic of the State of New Jersey, having its principal offices at **Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey 07207**, (hereinafter the “County”) and the Borough of New Providence, Municipality having its principal offices at Address Municipal Center, 360 Elkwood Ave., New Providence, New Jersey 07974 (hereinafter the “Municipality”).

WHEREAS, the Board of Chosen Freeholders of the County of Union desires to implement a Program known as the 2016/2017 Senior Focus Grant Program (hereinafter the “Program”); and

WHEREAS, Municipality has applied for funding under the Program, and has been approved by the County for a grant award in an amount not to exceed \$15,500 to be used in accordance with Program requirements; and

WHEREAS, the funding awarded under the Program shall be apportioned to projects designed to improve programs and facilities serving senior citizens, deemed necessary by the Municipality (hereinafter the “Project”); and

WHEREAS, the parties hereby desire to set forth the terms and conditions under which the parties will participate in the Program:

IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties agree as follows:

I. APPLICATION CONTENTS AND REPRESENTATIONS

(a.) Municipality hereby acknowledges that the grant application submitted by Municipality and attached hereto and made a part hereof as **Appendix 1** is true and accurate, and that said grant application hereby represents Municipality’s intended use of the grant funds awarded under the Program. Based upon these representations, and in reliance thereon, the grant application as submitted by Municipality was approved by the County.

(b.) Municipality acknowledges that the funding request set forth in its grant application may not be used for staff or municipal salaries.

(c.) Municipality acknowledges and agrees that the County is entitled to a reimbursement of any and all funds granted under this Agreement in the event it is determined by the County that the funds granted pursuant to the Program are not being used in a manner consistent with or in accordance with the Program requirements.

(d.) Municipality acknowledges and agrees that all funding awarded under this Program and governed by this Agreement must be expended by December 31, 2017.

II. COMPLIANCE WITH LAWS AND REGULATIONS

Municipality acknowledges and agrees to comply with all relevant requirements of the New Jersey (i) Local Finance Law, (ii) Local Public Contracts Law, and (iii) Local Unit Pay to Play Law, together with all other relevant federal, state, and local laws and regulations. Municipality hereby represents that any vendor performing work on the Project, or any ancillary work related to same, is not listed on the New Jersey Department of Labor Department List for failing to pay prevailing wages. The Municipality shall ensure that each Project vendor complies with the requirements of the Prevailing Wage Law, and must provide proof of same when required to do so.

III. REPORTING REQUIREMENTS, TIMELINE FOR COMPLETION AND ADDITIONAL GRANTS

- (a.) Upon execution of this Agreement, the Municipality consents to adhere to the proposed Project timelines. Upon execution of this Agreement, the grant period shall commence.
- (b.) On a bimonthly basis, the Municipality shall provide the County with a Fiscal Report/Analysis of all its expenditures under this Program.
- (c.) The Municipality acknowledges and agrees that the funding provided under this Program is on a **reimbursable basis**, and as such, in order to release the funds, the Project (or the portion of the Project being funded by this Program) must be completed and subject to an on-site inspection.
- (d.) The Municipality acknowledges that it has until December 31, 2017 to incur and expend all grant funds awarded under this Program.

IV. DISPOSITION OF PROPERTY BY MUNICIPALITY*

** (Applies to Field/Recreational Improvements only)*

In the event the Municipality determines not to move the Project to completion, it shall immediately notify the County. The County reserves the right to request a return of the grant monies paid.

Further, should the Municipality breach any of the terms of this Agreement, or should the Municipality or Owner(s) seek to dispose of the property which is the situs for the Project, then in that event all monies paid by the County to the Municipality and/or Owner(s) shall be refunded at the County's request and paid within sixty (60) days.

V. MISCELLANEOUS PROVISIONS

- (a.) Upon execution of this Agreement the Municipality consents to the placement of a sign acknowledging the County of Union's participation, dependent upon the type of Project funded hereunder. Signage shall be designated and installed by Union County's Bureau of Traffic and Maintenance and/or the Office of Public Information.
- (b.) The Municipality consents and submits to monitoring visits by the Union County Board of Chosen Freeholders staff, or their designee(s).

(c.) At completion of the Program, the County reserves the right to examine the Project to determine its overall conformance with the application submitted and approved.

VI. INDEPENDENT CONTRACTORS

The Municipality, as a grantee, and its employees, agents, representatives, contractors, subcontractors, vendors and suppliers are, for all purposes arising out of this Agreement, independent parties and non-County employees. It is expressly understood and agreed that the Municipality, as a grantee, and its employees, agents, representatives, contractors, subcontractors, vendors and suppliers shall in no event, as a result of this Agreement, be entitled to any benefit to which County employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits, and are not to be considered employees of the County.

VII. NON-WAIVER

No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be put in writing and signed by the party claimed to have waived or consented to such term or provision. The waiver of any such term or provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.

VIII. ENTIRE AGREEMENT

It is expressly agreed that the provisions set forth in Municipality's Program application, and this Agreement constitute the entire understanding and Agreement between the parties. Any prior Agreements, promises, negotiations, or representations not expressly set forth herein or in the Program application are of no force and effect.

IX. INDEMNIFICATION

The **Vendor's** liability to the **County** and its employees in third party suits shall be as follows:

a. Indemnification for Third Party Claims – The **Vendor** shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the **County** and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this **Agreement**.

b. The **Vendor** further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed, which may arise out of or be caused by the actions, activities or omissions of the **Vendor's** employees, subcontractors and agents in connection with the performance of the work as outlined in this Agreement.

c. The **Vendor's** indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.

X. NOTICES

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, and if given by mail, shall be deemed sufficiently given if addressed at the address noted below:

If to County: County of Union
Office of the County Manager
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207
Attention: Alfred J. Faella, County Manager

With a Copy to:

County of Union
Office of the County Counsel
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207
Attention: Robert Barry, Esq., County Counsel

If to Municipality: Borough of New Providence
Municipal Center
360 Elkwood Ave.
New Providence, New Jersey 07974
Attention:

With a Copy to:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2017.

ATTEST:

James E. Pellettiere, RMC
Clerk of the Board

COUNTY OF UNION

By: _____
Alfred J. Faella
County Manager

APPROVED AS TO FORM:

Robert E. Barry, Esq.
County Counsel

MUNICIPALITY ATTEST:

NAME OF MUNICIPALITY

By: _____

Print Signatory's Name

Print Signatory's Title

03/17