

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2019-021

Council Meeting Date: 01-03-2019

Date Adopted: 01-03-2019

TITLE           RESOLUTION APPOINTING NW FINANCIAL GROUP AS BOROUGH REDEVELOPMENT FINANCIAL PLANNERS FOR THE BOROUGH OF NEW PROVIDENCE COUNTY OF UNION AND STATE OF NEW JERSEY FOR THE YEAR 2019

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

WHEREAS, the Borough of New Providence has deemed it is in the best interest of the Borough to appoint a Municipal Redevelopment Financial Planner; and

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

WHEREAS, NW Financial Group has submitted a proposal, indicating he will provide professional redevelopment financial planner services for an amount not to exceed \$50,000.00 per year; and

WHEREAS NW Financial Group, has completed and submitted a Business Entity Disclosure Certificate which certifies that NW Financial Group has not made any reportable contributions to a political or candidate committee in the Borough of New Providence in the previous one year, and that the contract will prohibit NW Financial Group from making any reportable contributions through the term of the contract, and

WHEREAS, funds are available and have been certified by the Chief Financial Officer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5) 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 NW Financial Group, for professional redevelopment financial planning services.
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 unspecifiable 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.

APPROVED, this 3<sup>rd</sup> day of January, 2019.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUMISKEY	X			
DESARNO	X			
GENNARO	X			
GEOFFROY	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 3<sup>rd</sup> day of January, 2019.

Wendi B. Barry, Borough Clerk

## **AGREEMENT**

This AGREEMENT, entered into this 3rd day of January 2019, between the BOROUGH OF NEW PROVIDENCE, a municipal corporation of the State of New Jersey, hereinafter called the "BOROUGH," having municipal offices located at the Municipal Building, 360 Elkwood Avenue in the BOROUGH OF NEW PROVIDENCE, County of Union, State of New Jersey, NW FINANCIAL GROUP, LLC having an office located at 2 Hudson Place, 3<sup>rd</sup> Floor, Hoboken, N.J. 07030, hereinafter referred to as the "CONTRACTOR."

### **WITNESSETH:**

WHEREAS, a need has arisen for the BOROUGH to retain a consultant for the provision of financial advisory and consulting services for redevelopment within the Borough for the period January 1, 2019 through December 31, 2019; and

WHEREAS, the BOROUGH has selected CONTRACTOR to provide professional redevelopment consulting services services to the BOROUGH for the period January 1, 2019 through December 31, 2019, in accordance with the proposal dated November 29, 2018.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

#### **I. PARTS OF CONTRACT**

The parties agree that the terms and conditions contained in the following documents which comprise and are hereinafter called the contract documents are made part of this agreement and are binding on all parties as if all conditions contained in the contract documents were set forth in this agreement:

- A. Proposal dated November 29, 2018
- B. Resolution
- C. This Agreement

#### **II. CONTRACT PERIOD**

This contract shall be effective from the period January 1, 2019 through December 31, 2019.

### III. **WORK**

The CONSULTANT agrees to provide all services necessary for the following:  
All necessary and proper services related to the provision of professional redevelopment consulting services, in accordance with the terms set forth in the CONTRACTOR's proposal. The CONTRACTOR declares and agrees that it will be responsible for the full performance and completion of all work to be done under this Agreement and by the execution hereof acknowledges that it has carefully informed itself regarding conditions pertaining to the work to be done.

### IV. **PAYMENT**

The BOROUGH shall pay and the CONTRACTOR shall accept in payment and in consideration for the performance of the CONTRACTOR's obligations hereunder, compensation for services rendered in an amount not to exceed \$75,000 in accordance with the Fee Schedule contained in the proposal dated November 29, 2018.

### V. **CONTRACT DOCUMENTS**

The contract documents comprise the documents listed in Article I of this Agreement, entitled "Parts of Contract". In the event that any provisions of one document conflict with the provisions of another document, the provisions in the document first listed as follows shall govern, except as otherwise specifically stated:

1. Agreement (this instrument)
2. Resolution
3. Any other documents

### VI. **WAIVER**

Neither the inspection by the BOROUGH nor any of its agents, nor any order, measurement, or certificate by the BOROUGH or its agent, nor any order by the BOROUGH for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the BOROUGH, nor an extension of time, nor any possession taken by the BOROUGH or its employees, shall operate as a waiver of any provisions of this agreement or of any power herein reserved to the BOROUGH, or any right to damages herein

provided, nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. Any remedy provided for in this agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the BOROUGH shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this agreement.

#### **VII. RESPONSIBILITY OF THE BOROUGH COUNCIL**

The BOROUGH COUNCIL or its authorized agents or employees shall decide any and all questions which may arise as to the quality and acceptability of work furnished and all questions as to the acceptable fulfillment of the agreement on the part of the CONTRACTOR. Any and all directions, communications and/or inquiries from the BOROUGH shall be made by the BOROUGH Administrator.

#### **VIII. AFFIRMATIVE ACTION**

The ATTORNEY shall comply in all respects with the provisions of N.J.S.A. 10:5-31, et seq., and the regulations promulgated thereunder, a copy of which is attached hereto and expressly made a part hereof as Exhibit A. The ATTORNEY shall, within seven days after receipt of notification of intent to award this contract or receipt of the contract, whichever is sooner, provide the BOROUGH with a letter of Federal Affirmative Action Approval, a Certificate of Employee Information Report from the State of New Jersey, or a completed Form AA302.

#### **IX. SUCCESSORS AND ASSIGNS**

This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the BOROUGH and the CONTRACTOR and their respective successors, assigns and legal representatives. Neither the BOROUGH nor the CONTRACTOR shall have the right to assign, transfer, or sublet its interests or obligations hereunder without prior written consent of the other party.

**X. WRITTEN NOTICE**

All notices, requests or other communications pursuant to this agreement shall be in writing and shall be sent pursuant to this agreement by U.S. Mail, addressed as set forth above.

**XI. ENTIRE AGREEMENT**

This agreement contains the entire agreement between the parties and no amendment, modification or addendum to this agreement shall be effective unless in writing, dated subsequent to the date hereof, and executed by the duly authorized officers of the respective parties. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Article and this shall be deemed an essential term of the agreement.

**XII. VALIDITY**

If any term or conditions of this agreement, or any application of this agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their seals to be affixed the day and year above written.

BOROUGH OF NEW PROVIDENCE

\_\_\_\_\_  
Allen Morgan, Mayor

ATTEST:

\_\_\_\_\_  
Wendi B. Barry, Clerk

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
NW FINANCIAL GROUP LLC

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 nondiscrimination 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 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 contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 contractor 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [ww.state.nj.us/treasury/contract\\_compliance](http://ww.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Date: \_\_\_\_\_

\_\_\_\_\_