

# Township of West Milford

Passaic County, New Jersey

## ~ Resolution 2010 - 419 ~

### RESOLUTION OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC, STATE OF NEW JERSEY PROVIDING FOR AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CHILTON MEMORIAL HOSPITAL FOR THE YEAR 2011

**WHEREAS**, there exists a need for certain Community Health Education services to the West Milford Health Department; and

**WHEREAS**, the Township received a proposal to provide these services from Chilton Memorial Hospital; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1, *et seq.*) requires that a resolution authorizing the award of a contract be available for public inspection; and

**WHEREAS**, the Chief Financial Officer has certified the availability of funds for this contract, said encumbrances to be taken from account number 1-01-27-330-446.

**NOW, THEREFORE, BE IT RESOLVED** by the Township of West Milford, New Jersey as follows:

1. That the proper Township Officials are hereby authorized and directed to execute a contract in a total amount not to exceed \$7,800.00 for community health education services with:

CHILTON MEMORIAL HOSPITAL  
97 West Parkway, Pompton Plains, New Jersey 07444

2. This contract is awarded without competitive bidding as a "Professional Service" in connection with N.J.S.A. 40A: 11-5 (1) (a).
3. That a notice of this action shall be published once in the *Herald News*.

Adopted: December 15, 2010

Adopted this 15<sup>th</sup> day of December, 2010  
and certified as a true copy of an original.

\_\_\_\_\_  
Antoinette Battaglia, Township Clerk

Res. Book; Treasurer; Health Officer; Chilton Memorial Hosp.; Subject File

**CONTRACT**  
**TOWNSHIP OF WEST MILFORD**  
**1480 UNION VALLEY ROAD**  
**WEST MILFORD, NEW JERSEY 07480**

**THIS AGREEMENT**, made this 6<sup>th</sup>. day of January, 2011

**BETWEEN** Chilton Memorial Hospital, hereinafter referred to as the contractor; and the **TOWNSHIP OF WEST MILFORD**, a municipal corporation of the State of New Jersey, hereinafter referred to as the municipality;

**WITNESSETH**, that the contractor and the municipality for the consideration hereinafter named agree as follows:

**Article 1.** - Description of Materials or Services:

**200 Hours of Community Health Education Services to the West Milford Health Department** for a total contract amount not to exceed \$7,800.00 for the contract year 2011.

**Article 2.** - The Municipality shall make payment to the contractor for such work performed when sworn bills have been submitted, and upon the certification of the proper official and approval by the Township Council.

**Article 3.** - The Proposal approved by the Township Council, "Attachment A" , this agreement, and attached Township Resolution shall constitute all contract documents.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness (If Corporation: Secretary sign and apply Seal)

\_\_\_\_\_  
Chilton Memorial Hospital

ATTEST:

**TOWNSHIP OF WEST MILFORD**

\_\_\_\_\_  
Township Clerk

\_\_\_\_\_  
Mayor

EXHIBIT "A"

P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, Consultant agrees as follows:

Consultant 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 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, gender identity or expression, disability, nationality 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. Consultant 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.

Consultant, 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.

Consultant, 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 contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Consultant, 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.

Consultant 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.

Consultant 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, 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.

Consultant 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 applicable employment goals, Consultant 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, 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.

Consultant 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

Consultant shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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DATE

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SIGNATURE