

TOWNSHIP OF FREDON
RESOLUTION 2019-13

AWARD OF CONTRACT FOR PROFESSIONAL SERVICES
MUNICIPAL PLANNER

WHEREAS, there exists a need for the professional services of Municipal Consultant in the Township of Fredon, County of Sussex, and State of New Jersey; and

WHEREAS, the Township has provided funds for expenditures related to such services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award 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 Township Committee of the Township of Fredon, of the County of Sussex, as follows:

1. The Mayor and Clerk of the Township of Fredon are hereby authorized and directed to execute the attached agreement with Eileen F. Banyra, P.P., A.I.C.P., of the firm EFB Associates, LLC
2. The contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Laws because the contract is for a service performed by a person authorized to practice a recognized profession that is regulated by law.
3. A notice of this action shall be printed once in the "New Jersey Herald".

I hereby certify this to be a true copy of a resolution adopted by the Fredon Township Committee at a meeting held on January 2, 2019.

Debra Prommel
Acting Municipal Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made this 2nd day of January, 2019, between the TOWNSHIP OF FREDON, a political corporation of the State of New Jersey, with offices located at Municipal Building, 443 Route 94, Fredon Township (mailing address: Newton 07860) New Jersey (hereinafter "Municipality"), and EILEEN F. BANYRA, P.P., A.I.C.P., of EFB Associates, LLC with offices located at P.O. Box 1254, New Paltz, New York (hereinafter "Consultant").

WHEREAS, the Municipality desires to retain the Consultant to provide legal services to the Municipality and its employees, officers, other professionals, and boards; and

WHEREAS, the Consultant is licensed by the State of New Jersey to provide such services and is otherwise qualified to enable both parties to enter into a Professional Services Contract without competitive bidding pursuant to N.J.S. 40A:11-5 (1) (a) (i).

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants contained within this Agreement, the Municipality and the Consultant agree as follows:

1. **TERM.** The Municipality engages the Consultant as Municipal Planner for the period January 1, 2019, through December 31, 2019, unless earlier terminated as provided for herein to provide professional services as set forth herein.
2. **SCOPE OF SERVICES.** The Consultant shall provide technical advice and assistance in Planning and Development and related areas of professional expertise to the Municipality and its employees, officers, other professionals, and boards. Such services include reviewing and processing applications for development within Fredon Township, and make recommendations regarding enactment of ordinances within the Consultant's field of expertise and compliance with State law and policy related to municipal development and housing.
3. **COMPENSATION.** The Consultant shall be paid at rates in accordance with the annexed fee schedule for municipal services. No charge shall be permitted for any of Consultant's office overhead or clerical support. When the Consultant's professional services are related to review of an application for development pending before a Land Use Board of the Municipality, the fees for such services shall be charged against the funds for municipal professional

service review escrowed by the applicant. Consultant shall submit on a monthly basis an invoice for services attached to a Township of Fredon voucher, which invoice shall specify the dates worked, hours or parts thereof worked, and subject of work in such detail as is necessary for the Municipality to evaluate the charges for particular services.

4. MUNICIPAL SUPPORT. The Municipality shall cooperate fully with the Consultant and provide to the Consultant such information and data available to it (e.g., maps, photographs, reports, etc.) that the Consultant may require for the provision of services as provided herein.
5. RESTRICTIONS ON CONSULTANT.
 - (a). The Consultant will not at any time, in any form, either directly or indirectly, disclose to any person or corporation any information related to services provided to the Municipality, including but not limited to the review of applications for development, the enactment of ordinances, or the development of municipal policy related to planning, land use, or housing, except as may be reasonably necessary for the performance of duties for the Municipality as called for herein.
 - (b). During the period of this agreement and after its termination the Consultant shall not provide professional services to any person or entity in conflict with the provisions of the Rules of Professional Conduct for Consultants regarding conflicts of interest and representation of parties with interests potentially adverse to that of the Municipality.
6. COMPLIANCE WITH LAW. The Consultant represents compliance with the requirements of Exhibit A attached. The Consultant shall execute an Affirmative Action Affidavit in the form prescribed by the State of New Jersey.
7. TERMINATION. Either party may terminate this Agreement at any time prior to its expiration as set forth in Paragraph 1, with or without cause, and notwithstanding any appointment of the Consultant by any municipal board to a consulting position therewith, upon thirty days' written notice of such intention by the terminating party to the other party. Within the termination period the Consultant shall complete or wind down such work as had been assigned to the Consultant and shall be paid at the rate called for herein. At the completion of the termination period each party shall return to the other party such material as may be the property of the other party.

8. ENTIRE AGREEMENT. The parties agree that this written Agreement constitutes the entire agreement of the parties, and that no understanding or agreement, verbal or otherwise, exists independently of this Agreement. No change or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth in the introductory paragraph.

TOWNSHIP OF FREDON

Fredon Township Mayor

Eileen F. Banyra P.P., A.I.C.P.
New Jersey License No. 3667