

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and dated effective as of the 1st day of January, 2020, by and between the Borough of Spring Lake Heights, 555 Brighton Avenue, Spring Lake Heights, New Jersey 07762 (hereinafter referred to as the "Borough"), and PM Consultants (hereinafter referred to as the "Contractor"), having a principal place of business at 852 Hollyberry Lane, Brick, New Jersey 08724 (collectively, the "parties").

WHEREAS, the Borough of Spring Lake Heights wishes to retain the services of a financial consultant and Business Administrator to assist the Chief Financial Officer with their statutory duties for the Borough, and to perform such other financial and/or accounting services as deemed necessary to assist with the operation of the Borough's Finance Department, on an as-needed basis and as directed by the Borough; and

WHEREAS, the services to be provided are specialized and qualitative in nature, and require expertise, extensive training, and proven reputation in the field of endeavor; and

WHEREAS, the Contractor possesses the necessary State issued certifications, training and expertise to act in this capacity; and

WHEREAS, the parties wish to express in the within Agreement the terms and conditions associated with the Contractor's provision of services to the Borough.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. **Term.** Subject to the provisions of Paragraph 8 below, the term of this Agreement shall be for the period beginning January 1, 2020 and ending December 31, 2020, provided that the term may be extended up to an additional sixty (60) days with the mutual consent of the parties.

2. **Services.** The Contractor shall assist the Borough's Chief Financial Officer with their statutory duties for the Borough, and shall perform such other financial and/or accounting services as deemed necessary to assist with the operation of the Borough's Finance Department, on an as-needed basis and as directed by the Borough.

3. **Compensation.** In consideration for the performance of services hereunder, the Borough agrees to pay compensation to the Contractor at the rate of \$140.00 per hour as administrator, and \$120.00 for financial consulting, per individual assigned, billable bi-monthly. Minimum billable time increment(s) will be 10 minutes. Any other professionals including purchasing agent, tax collector, etc will be billed at the rate of \$120.00 per hour.

The Borough shall reimburse the Contractor for such costs and disbursements as the Contractor may reasonably and properly incur in connection with the performance of its obligations herein.

In no event, however, shall the Contractor be entitled to receive any compensation in excess of the amount appropriated by the Borough in the adoption of its budget.

4. Liability Insurance. At all times during the term hereof, the Contractor shall maintain professional liability insurance policies which shall be satisfactory to the Borough as to amounts of coverage, deductibles and insurers, and which shall cover the negligent acts and omissions of the Contractor hereunder, including its employees, agents and other legal representatives. The Contractor shall deliver to the Borough a Certificate of Insurance which evidences such coverage, and shall notify the Borough at least ten (10) days prior to any changes in coverage, deductibles, policies, insurers, or any other material terms related thereto.

5. Independent Contractor Status. The Contractor shall perform the services referenced herein acting in the capacity as an independent contractor, and the Contractor and its employees shall not be considered employees of the Borough. Neither the Contractor nor the Borough shall represent directly or indirectly that the Contractor and/or any of its employees is an employee of the Borough. The Contractor shall not have the authority to incur any liabilities or obligations of any kind in the name of or on behalf of the Borough.

6. Political Contribution Disclosure. The within contract has been awarded to the Contractor based upon the merits and abilities of the Contractor to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to *N.J.S.A. 19:44A-20.4, et seq.* As such, the undersigned do hereby attest that the Contractor, its employees, and any principals controlling in excess of ten percent (10%) of its organization, have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to *N.J.S.A. 19:44A-8* or *19:44A-16*, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect the Contractor's eligibility to perform this contract, nor will the Contractor make a reportable contribution during the term of the within contract to any political party committee in the Borough of Spring Lake Heights if a member of that political party is serving in an elective public office of the Borough of Spring Lake Heights when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Spring Lake Heights when the contract is awarded.

7. Statutorily Required Affirmative Action Clause. The Contractor and the Borough hereby incorporate into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, as set forth in the attachment(s) hereto (See Exhibit A).

The Contractor shall also execute the Affirmative Action Affidavit attached hereto as Exhibit B, which shall be incorporated herein by reference.

The Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA-302 (Initial Employee Information Report) prior to any payments being made under this Contract.

8. Termination. Anything herein to the contrary notwithstanding, either party may terminate this Agreement without cause as follows: (a) if by the Borough, effective immediately upon the giving of written notice of such termination by the Borough to the Contractor (or at such later date as the Borough may specify in such notice); and (b) if by the Contractor, upon the giving of at least thirty (30) days advance written notice of termination by the Contractor to the Borough. In the event of any such termination, the Borough's sole obligation to the Contractor after the effective date thereof shall be for the payment of all unpaid costs, disbursements and fees incurred or rendered prior to the effective date of termination.

9. Business Registration. The Contractor shall submit a copy of its Business Registration Certificate issued by the State of New Jersey.

10. Borough Pay-to-Play Requirements. The Contractor is aware that the Borough has adopted Ordinance No. 17-2010, which requires public contracting reform and prohibits certain professional service contractors, during the term of their Agreements with the Borough, from making contributions, or pledges thereof, of money or other in-kind donations, to any Borough of Spring Lake Heights candidate or holder of the public office within the Borough having ultimate responsibility for the award of their contracts. The parties hereby recognize that the Contractor is subject to this prohibition. It shall, therefore, be a breach of this Agreement for the Contractor to violate the requirements of said Ordinance during the term of this Agreement. The Contractor has executed a sworn statement regarding compliance with said Ordinance prior to the full execution of this Agreement.

11. Americans With Disabilities Act. The Contractor shall also execute the "Americans With Disabilities Act of 1990" Certification attached hereto as Exhibit C, which shall be incorporated herein by reference.

12. No Assignment. This Agreement may not be assigned by any party hereto without the written consent of the other party.

13. Responsibilities. The Contractor shall perform its duties and services hereunder in a proper and professional manner and in conformity with the responsibilities, demands and ethics of its profession.

14. Work Product. All work product generated under this Agreement shall be and remain in the property of the Borough and shall be delivered by the Contractor to the Borough or its designee forthwith upon the termination of this Agreement.

15. Notices. Any and all notices and other correspondence required or permitted to be given in connection with, or pursuant to, this Agreement, shall be in writing and either delivered personally to the parties or sent by United States registered or certified mail, return receipt requested, with full postage prepaid and addressed to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner. All notices to the Borough shall be addressed to the Municipal Clerk.

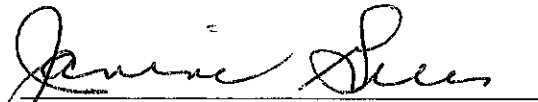
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17. **Entire Agreement.** This writing contains the entire agreement of the parties hereto and no promises, covenants, agreements, representations or warranties, other than those expressly herein set forth, have been made or relied upon by any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused the same to be executed on their behalf by their duly authorized representatives, effective as of the date first hereinabove written.

ATTEST

BOROUGH OF SPRING LAKE HEIGHTS


JANINE GILLIS, BOROUGH CLERK


CHRISTOPHER CAMPION, MAYOR

PM CONSULTANTS


BY: JOHN E. BARRETT
TITLE: OWNER

BOROUGH OF SPRING LAKE HEIGHTS

Resolution of the Borough Council authorizing a contract for Extraordinary Unspecifiable Services to PM Consultants to provide administrative services for the year 2020.

Resolution No. R2020-15

WHEREAS, there exists a need for a Borough Administrator during the year 2020; and

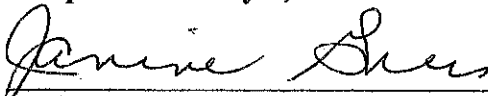
WHEREAS, the firm of PM Consultants has submitted a proposal to provide these services and has submitted the required certifications; and

WHEREAS, it is the desire of the Borough Council pursuant to N.J.S.A. 40A:11-5(1)(a)(i) to award a contract for this Extraordinary Unspecifiable Service without competitive bidding in accordance with the alternate procedures outlined in the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Spring Lake Heights, in the County of Monmouth, State of New Jersey as follows:

1. An Extraordinary Unspecifiable Services contract is hereby awarded, pursuant to N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, to **PM Consultants** to provide administrative services in accordance with the submitted proposal.
2. The award of this Extraordinary Unspecifiable Services contract is entered into without competitive bidding.
3. The Mayor and the Borough Clerk are hereby authorized to execute the contract for these services which provides for a **\$140.00** per hour maximum rate.
4. The Borough Clerk is directed to forward a certified copy of this resolution to the Borough CFO and to arrange publication of a *Notice of Contract Award* pursuant to the requirements of N.J.S.A. 40A:11-1 et seq., if required.

Adopted: January 6, 2020


Janine Gillis, Borough Clerk