

BOROUGH OF HILLSDALE
RESOLUTION 12124

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**PROFESSIONAL SERVICES AGREEMENT**  
**FOR THE BOROUGH OF HILLSDALE**

**WHEREAS**, The Borough of Hillsdale is a duly constituted municipal corporation having its offices at 380 Hillsdale Avenue, Hillsdale, New Jersey; and,

**WHEREAS**, N.J.S.A. 40A:11-5(1)(a)(i) empowers the governing body and its autonomous agencies to award contracts for professional services without competitive bidding; and,

**WHEREAS**, Woodcliff Lake and Montvale filed an application with the County Superintendent of Education on or about March 19, 2012, in which they request to withdraw from Pascack Valley Regional High School District, relying primarily upon a feasibility study submitted with their application; and,

**WHEREAS**, the Borough is in need of professional services to prepare a response to the application filed by Woodcliff Lake and Montvale, as well as to address for the Superintendent the extraordinary financial, educational and societal impact that will be imposed upon Hillsdale and the other participating municipalities of the Pascack Valley Regional High School District; and,

**WHEREAS**, the Borough has sought proposals from consulting firms that have experience with financial and educational matters involving public school systems, in order to obtain the necessary professional services for the Borough; and,

**WHEREAS**, the Borough is in receipt of a proposal from Wiss & Company, LLC to provide the requested professional services; and,

**WHEREAS**, the proposal submitted by Wiss & Company, LLC demonstrates that it has the requisite education, skills and experience to provide the requested professional services on behalf of the Borough, due to the depth of its experience with advising its public clients on matters of finance and education, which includes school districts in the State of New Jersey (including regional school districts), municipalities, authorities, colleges, universities, state agencies and not-for-profit organizations; and

**WHEREAS**, the Borough is interested in retaining the professional services of Wiss & Company, LLC for the Phase I portion of its review, for an amount not to exceed \$10,000; and,

**WHEREAS**, Wiss & Company, LLC shall provide the Borough with a New Jersey Business Registration Certificate, and has proposed to provide these special professional services at its discounted government rate; and,

**WHEREAS**, the contract was not awarded through a fair and open process as set forth at N.J.S.A. 19:44A-20.4 *et seq.* and there have not been any political contributions made to any

representative of the Borough of Hillsdale that would Wiss & Company, LLC from providing the requested professional services; it is

**NOW, THEREFORE,** agreed as follows:

1. Appointment. Wiss & Company, LLC (hereinafter “Professional”) is hereby contracted to provide professional services on behalf of the Borough of Hillsdale with regard to above-referenced dispute with Woodcliff Lake and Montvale in all matters pertaining to the Pascack Valley Regional High School District.

2. Term. The term of this appointment shall be for one (1) year, commencing on June 12, 2012 by the adoption of a Resolution of the Borough Council at its meeting on said date.

3. Affirmative Action. P.L. 1975, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE, GOODS, SERVICES AND PROFESSIONAL SERVICES CONTRACT

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 or sex. 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 or affectional or sexual orientation. 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. 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 or sex;

The contractor or subcontractor, 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.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer, pursuant to P.L. 1974 c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals

determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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 or sex, and that it will discontinue the use of any recruiting 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.

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, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

4. Independent Contractor Status. The professional at all times shall be an independent contractor, and employees of the professional shall in no event be considered employees of the Borough. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this agreement or performance there under.

5. Conflicts of Interest, Duty to Decline Conflicting Engagements. The undersigned professional shall comply with the Local Government Ethics Law. In addition, the professional agrees that neither professional nor any member of professional's firm shall accept any employment which would constitute an unlawful or unethical conflict of interest between professional services for the Borough and such proposed employment. In particular, professional agrees that during the term of this agreement he/she shall not represent any person in any dealings with the Borough of Hillsdale or any of the various Boards, Agencies and Authorities operating therein.

6. Services. During the term of this agreement the professional shall provide the following services:

a. Professional shall diligently perform all duties of the office with customary practices within the Borough of Hillsdale and with customary practices in the industry.

b. In addition, the professional shall handle such additional matters within his/her area of expertise as and where requested by the Mayor and Council of the Borough of Hillsdale.

c. Professional shall attend scheduled meetings of the Borough Council as requested.

d. When necessary, the professional shall give priority to the handling of Borough matters.

e. During the period of this contract, the professional shall keep the Borough properly advised as to all matters under their control and supervision.

7. Compensation. The Professional shall be compensated at a rate of \$150.00 per hour.

8. Law Governing. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any dispute shall be venued in the Bergen County Superior Court.

9. Binding on Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. Modification. No modification of this agreement shall be valid or binding unless the modification shall be in writing and executed by the Borough and the professional.

11. No Waiver. No waiver of any term, provision or condition contained in this agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this agreement by either party.

12. Partial Invalidity. If any term, provision or condition contained in this agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which this agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the professional to the Borough.

13. No Assignments. Neither party shall assign its rights or obligations, including any assignment by operation of law, without obtaining the prior written consent of the other.

14. Political Contribution Disclosure. This contract has been awarded to the Professional herein based on the merits and abilities of the Professional to provide the goods or 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 does hereby attest that Professional, its subsidiaries, assigns or principals controlling in excess of 10% of the company has 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 its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Hillsdale, County of Bergen and State of New Jersey. If a member of that political party is serving in an elective public office of the Borough of Hillsdale, County of Bergen and State of New Jersey, when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Hillsdale, County of Bergen and State of New Jersey, when the contract is awarded.

15. No Other Contracts. During the period of this agreement, the professional and all entities with which is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Borough of Hillsdale which deal with the functioning, operations, grants, studies, litigation, appearances before its bodies and officials, developmental applications or public work which will be considered a conflict with the agreement. The Mayor shall make all determinations in this regard, which decision shall be final. Any breach of these terms shall immediately terminate this agreement and be a forfeiture of any monies due and owing. The Mayor at his sole discretion may grant individual waivers from this term if he determines it is in the best interests of the Borough and does not violate any statute, ethical cannon, or create an actual or potential conflict of interest.

**IN WITNESS WHEREOF**, this agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012 for the purposes and terms specified herein.

ATTEST: Borough of Hillsdale

\_\_\_\_\_  
Susan Witkowski, Borough Clerk

\_\_\_\_\_  
By: Max Arnowitz, Mayor

ATTEST: Wiss & Company, LLC

\_\_\_\_\_  
By:

| <b>Council member</b> | <b>Motion</b> | <b>Second</b> | <b>Yes</b> | <b>No</b> | <b>Absent</b> | <b>Abstain</b> |
|-----------------------|---------------|---------------|------------|-----------|---------------|----------------|
| Becker, Leslie        |               |               |            |           |               |                |
| DeRosa, Anthony       |               |               |            |           |               |                |
| Frank, Douglas        |               |               |            |           |               |                |
| Giancarlo, Michael    |               |               |            |           |               |                |
| Hanlon, Marie         |               |               |            |           |               |                |
| Pizzella, Frank       |               |               |            |           |               |                |

Adopted: \_\_\_\_\_, 2012

\_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

