

AGREEMENT

THIS AGREEMENT, made this 23rd day of June 2020, notwithstanding the actual date of execution, by and between:

Planning Board of the Borough of Hillsdale
Maintaining offices at 380 Hillsdale Avenue
Hillsdale, New Jersey 07642 (hereinafter the "Board")

and Burgis Associates, Inc.
Maintaining offices at 25 Westwood Avenue,
Westwood, New Jersey 07675 (hereinafter "Planner").

WITNESSETH

WHEREAS, N.J.S.A. 40:55D-24 permits the Board to engage such experts as it shall deem necessary; and

WHEREAS, the Board has deemed it necessary to engage a planner to assist and advise the Board with respect to applications for development and other matters that may properly come before the Board; and

WHEREAS, the Board has determined that the firm of Burgis Associates, Inc. is qualified to serve as the Board's Planner; and

WHEREAS, on June 23, 2020, the firm of Burgis Associates, Inc. was appointed by the Board as its Planner; and

WHEREAS, The Board ratifies any action taken by Burgis Associates, Inc. prior to the date of its appointment; and

WHEREAS, the Board and the Planner desire to execute the within Agreement setting forth the services to be rendered by the Planner to the Board, and the compensation to be paid for such services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth herein, the Board and the Planner agree as follows:

Section 1. PLANNER'S SERVICES

A. Planner agrees to perform all the professional planning services set forth in this Section 1 as follows:

- i. Attend all meetings of the Board;
- ii. Review all applications for development before the Board, provide such reviews as are appropriate and otherwise advise the Board as to each such application; and
- iii. Render such other services and advice to the Board as may be requested from time to time.

Section 2. COMPENSATION

The Board agrees to pay Planner, as compensation for performing professional planning services for the Board, in accordance with Planner's Standard Municipal Hourly Rate of \$165.00 per hour.

The Planner acknowledges that certain planning services performed for the Board are funded by means of an escrow fund established from a developer when an application is submitted to the Board for consideration. The Planner agrees to provide the Board with an estimate of planning fees associated with the review of a proposed development plan in order that the initial amount of planning escrow fund can be established. The Planner further agrees to inform the Board and the developer during the review process if additional escrow fees are required to complete planning reviews and will not continue with the planning review until the necessary additional escrow funds are deposited with the Board or specific authorization is provided by the Board to proceed with the work.

Section 3. METHOD OF PAYMENT

All payments to the Planner, as set forth in Section 2 hereof, shall be made upon submission, on a monthly basis by Planner to the Board, of a written statement in the form of a voucher, with attached invoice, setting forth the amount due to Planner. Upon approval of the voucher, the Borough shall pay such fees and remit directly to the Planner. Said procedure shall be governed by the provisions of N.J.S.A. 40A:5-16 and N.J.S.A. 40A:5-17.

Section 4. TERM OF ENGAGEMENT

- A. The term of this Agreement shall commence on the June 23, 2020 notwithstanding the actual date of execution and shall remain in full force and effect for the balance of said year. All services rendered by the Planner prior to the date of this Agreement from the date of Appointment are hereby ratified and confirmed.
- B. It is further understood that this Agreement is subject to termination by either party in accordance with the applicable laws of the State of New Jersey.

Section 5. PROHIBITION AGAINST ASSIGNMENT

The rights of Planner hereunder shall not be assigned, sublet, or transferred by Planner either in whole or in part, without the consent of the Board.

Section 6. AFFIRMATIVE ACTION

During the performances of this contract, Planner agrees as follows:

- A. The Planner will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. The Planner 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, national origin, ancestry, marital status 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. The Planner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency officer setting forth provisions of this nondiscrimination clause;

- B. The Planner will, in all solicitations or advertisements for employees placed by or on behalf of the Planner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, national origin, ancestry, marital status or sex;
- C. The Planner 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 worker's representative of the Planner's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- D. The Planner agrees to comply with any 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.
- E. The Planner agrees to attempt to in good faith employ 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 of the State of New Jersey,

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 of the affirmative action office pursuant to N.J.A.C. 17:27-5.2, 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.

- F. The Planner agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engage in direct or indirect discriminatory practices.
- G. The Planner agrees to revise any of its testing procedures, if necessary and applicable, to assure that all personnel testing confirms with the principles of job-relating 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.
- H. The Planner 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, national origin, ancestry, marital status or sex, and confirm with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and 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.

Section 7. 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 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. 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, 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 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 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.

The contractor or subcontractor 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.

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 applicable 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, 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

The contractor and its subcontractors 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.**

Section 8. POLITICAL CONTRIBUTION DISCLOSURE

This Agreement has been awarded to the Planner based on the merits and abilities of the Planner 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. Notwithstanding, the undersigned does hereby attest that the Planner, 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 if a member of that political party is serving in an elective public office of the Borough of Hillsdale when the contract is awarded, or to any candidate committee of any person serving

in an elective public office of the Borough of Hillsdale when the contract is awarded. The undersigned has executed a C.271 Political Contribution Disclosure Form, attached as Exhibit "A", attesting that no reportable or other contributions were made.

Section 9. AVAILABLE FUNDING

The Borough represents that it has and will have sufficient funds available to it in its applicable budget to pay the amount set forth in Section 1 above.

Section 10. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, to the respective parties at the addresses set forth below or to such other address designated in writing:

Joseph H. Burgis, PP, AICP
Burgis Associates, Inc.
25 Westwood Avenue
Westwood, New Jersey 07675

Planning Board
Borough of Hillsdale
380 Hillsdale Avenue
Hillsdale, New Jersey 07642

Section 11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement, other than agreed upon fee adjustments, may only be altered by a written amendment signed by both parties and approved by Resolution duly adopted by the Board.

Section 12. LAWS CONSTRUING AGREEMENT

This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

By executing this document, the vendor certifies that he/she and the firm or company receiving this contract are in compliance with N.J.S.A. 19:44A-20.26 and that the individual and/or business named above did not make any donation or contributions of that provision.

IN WITNESS WHEREOF, the Board, by Resolution duly adopted, have caused this Agreement to be approved and executed, and Planner has caused this agreement to be executed this day and year first above written.

ATTEST:

PLANNING BOARD OF THE
BOROUGH OF HILLSDALE

Meredith Kates, Secretary

By: _____
Michael Giancarlo, Chairperson

Date: _____

Date: _____

WITNESS

BURGIS ASSOCIATES, INC.

Kim Cass

By: JH Burgis
Joseph H. Burgis, PP, AICP

Date: 7/8/20

Date: 7/8/20

Exhibit A

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2018** to **15-JUN-2025**

BURGIS ASSOCIATES, INC.
25 WESTWOOD AVE.
WESTWOOD

NJ 07675



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
Acting State Treasurer