

PROFESSIONAL SERVICES AGREEMENT
NON-FAIR AND OPEN
TO BE INTERIM DIRECTOR
TO THE
HUDSON COUNTY CORRECTIONAL CENTER
TAYLOR MANAGEMENT STRATEGIES, LLC

THIS AGREEMENT entered into this 1st day of December,

2016, by and between the **COUNTY OF HUDSON**, a body politic and corporate of the State of New Jersey (hereinafter referred to as "**COUNTY**") and **TAYLOR MANAGEMENT STRATEGIES, LLC**, 100 Springdale Road, Suite A3-296, Cherry Hill, New Jersey 08003(hereinafter referred to as "**DIRECTOR**").

WHEREAS, the **COUNTY** proposes to retain a **DIRECTOR** to have full authority to manage the Hudson County Correctional Center ("HCCC") including staff, facilities, inmates, security and administrative and program matters and as set forth in Proposal dated November 17, 2016; and

WHEREAS, the parties propose hereby to enter into an Agreement for the performance of such services;

NOW, THEREFORE, it is agreed as follows:

1. **Services To Be Performed by Director**

DIRECTOR shall provide services as set forth in Proposal dated November 17, 2016 and attached hereto. In addition, as per the Hudson County Freeholders request, **DIRECTOR** shall provide a monthly report to the Hudson County Administrator with a copy to the Hudson County Executive, Thomas A. DeGise and the Clerk to the Board of Chosen Freeholders, Alberto G. Santos who will distribute copies to the Freeholder Public Safety Committee.

2. **Compensation**

This firm shall be paid an hourly rate of \$110.00 for work performed as per the Proposal dated November 17, 2016 and the maximum amount of this contract shall not exceed the amount of **EIGHTY EIGHT THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$88,500.00)**. Billing and payment shall be in accordance with standard procedures of the **COUNTY**. The **COUNTY** shall not be liable for any delays in payment. If at any time the **DIRECTOR** is asked by the **COUNTY** or any of its representatives to perform work which the **DIRECTOR** feels would entitle it to compensation in excess of the above-mentioned maximum compensation for work not stated in the **PROPOSAL**, **DIRECTOR** shall immediately notify the Hudson County Administrator and Hudson County Counsel in writing. The **DIRECTOR** will not perform such additional services until it has received a written change order to the Contract signed by the County Executive or his duly adopted designee, authorizing the work to be performed and designating the price for its completion. The County will not compensate the **DIRECTOR** for the cost of any additional work unless

such a change order has been executed.

3. **COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS**

a. **DIRECTOR** work shall comply with all applicable government statutes, codes and regulations.

b. **DIRECTOR** shall obtain copies of all pertinent government statutes, codes and regulations.

c. **DIRECTOR** shall obtain all governmental approvals and permits required for the **PROJECT**. All fees and charges for such approval and permits shall be paid by the **DIRECTOR**.

4. **TIME FOR PERFORMANCE OF SERVICES**

This Agreement shall commence on December 1, 2016 and continue to May 31, 2017. The **COUNTY**, however, may unilaterally terminate this Agreement without cause at any time by giving thirty (30) days written notice to **DIRECTOR**.

5. **OWNERSHIP OF MATERIAL**

All data, material and documentation originated and prepared for the **COUNTY** pursuant to this Agreement shall belong exclusively to the **COUNTY**.

6. **INDEMNIFICATION**

COUNTY hereby indemnifies and holds the **DIRECTOR** harmless from liability, claims, actions and costs arising from conduct, acts or omissions or negligence of **DIRECTOR** including cost of defense and/or attorney's fees engendered thereby except the County reserves the right not to defend **DIRECTOR** if the allegations allege intentional misconduct.

7. **AFFIRMATIVE ACTION**

The **DIRECTOR** acknowledges the Mandatory Affirmative Action Language, P.L. 1975, C.127 (N.J.S.A. 17:27), which is contained in Schedule A, attached hereto and incorporated herein by reference. Additionally, the **DIRECTOR** shall supply the **COUNTY** with either:

- a) a copy of its Federal Affirmative Action Plan Letter from the Office of Federal Contract Compliance Programs, or
- b) a Certificate of Employee Information Report issued by the State of New Jersey, or
- c) a Form AA-302 Affirmative Action Employee Information Report, with the return of the executed contract.

If the aforementioned Mandatory Affirmative Action Language is amended or supplemented from time to time, the revised Mandatory Affirmative Action Language shall apply.

8. **NON-DISCRIMINATION**

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

9. **ADA COMPLIANCE**

The parties to this Agreement agree to be bound by the provision of Title II of the American with Disabilities Act of 1990 (42U.S.C. 512101, et seq.) which prohibits discrimination of the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereto.

10. **EFFECTIVE DATE**

This Agreement shall not be effective and binding upon the County unless and until it is executed by the HUDSON COUNTY EXECUTIVE or his designee.

11. **POLITICAL CONTRIBUTION DISCLOSURE**

A. This contract has been awarded to **DIRECTOR** based on the merits and abilities of **DIRECTOR** to provide 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 **DIRECTOR**, it's subsidiaries, assigns or principals controlling in excess of 10% of the company will not make a reportable contribution during the term of this contract to any political party committee in the County

of Hudson if a member of that political party is serving in an elective public office of that County of Hudson when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that County of Hudson when the contract is awarded.

B. DIRECTOR is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the **DIRECTOR** receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the **DIRECTOR'S** responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.”

12. **GOVERNING LAW**

This Agreement shall be construed, governed by and interpreted in accordance with the laws of the State of New Jersey.

13. **SUBCONTRACTING**

DIRECTOR represents that it has not secured the services of any other **DIRECTOR** or associate as subcontractor. In the event **DIRECTOR** seeks to subcontract any part of the services specified hereinabove, then, before such subcontractor is approved, the **COUNTY** shall have the absolute right to review the qualifications of any subcontractor, and if any such subcontractor, in the sole and absolute discretion of the **COUNTY**, is unsatisfactory to the **COUNTY**, then and in that event the **COUNTY** may disaffirm and cancel this Agreement by so notifying **DIRECTOR** in writing, in which case this Agreement

shall be null and void and of no effect as if never executed by the **COUNTY**. The **COUNTY** may deny approval of such subcontractor in its sole discretion. Approval of such subcontracting shall not relieve **DIRECTOR** of its responsibility to perform all aspects of the **PROJECT** covered by this Agreement. Upon approval, any such subcontractor shall be retained and secured by the **DIRECTOR** at the expense of **DIRECTOR**.

DIRECTOR further represents that it and any subcontractor hereunder, have obtained all necessary approvals to conduct business in the State of New Jersey. To the extent that this representation is inaccurate, or cannot be corrected within a reasonable time, the **COUNTY** shall have the absolute right, in its discretion, to disaffirm and cancel this Agreement and shall be null and void the **COUNTY** so disaffirming in writing.

14. **INCORPORATION**

The **PROPOSAL** of the **DIRECTOR** is attached hereto and made a part hereof.

To the extent, if any, that there is a conflict between the provisions in the **PROPOSAL** and those in this Agreement, the construction of those provisions which grants the **COUNTY** the broadest rights and provides it with the most protection shall control and govern the relationship between the parties. Without limiting the generality of the foregoing, the provisions in the **PROPOSAL** shall be construed, where appropriate, as supplementary of and complementary to all other provisions in this Agreement. The rights and remedies granted to the **COUNTY** in this Agreement and the **PROPOSAL** hereto shall be cumulative and recourse to one shall not bar the **COUNTY** from relying on any other right or remedy

hereunder.

15. **ATTORNEY FEES**

In the event that either party institutes an action for enforcement of any term of this contract, then, in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecution of any action against the non-prevailing party.

16. **TEMPORARY BUDGET**

Pursuant to N.J.A.C. 5:30-5.5, this clause shall apply to any contract awarded while the County of Hudson is operating under a temporary budget entered into under N.J.S.A. 40A:4-19: The continuation of this contract beyond the time period funded in the temporary budget is subject to the appropriation of sufficient funds for this contract beyond those allotted during the temporary budget. The undersigned acknowledges that the continuation of this contract beyond the time period funded in the temporary budget is subject to the appropriation of sufficient funds, and that the contract may not be appropriately funded and, thereafter, terminated.

17. **Documentation**

DIRECTOR shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

18. **Duty to Monitor Contract**

DIRECTOR acknowledges that the contract shall be awarded with the provision that **DIRECTOR** shall not exceed the amount specified by the Board of Chosen Freeholders. **DIRECTOR** must monitor the amount of the services being rendered by the County on the contract. When the services being rendered by the County total eighty percent (80%) of the specified contract amount **DIRECTOR** must notify the County in writing of that amount. The County will not pay any amount billed by **DIRECTOR** that exceeds the specified contract amount.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date set forth above.

COUNTY OF HUDSON

By: 

**DAVID DRUMELER
DEPUTY COUNTY ADMINISTRATOR**

ATTEST:



**ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS**

TAYLOR MANAGEMENT STRATEGIES, LLC

BY: 

ERIC M. TAYLOR, PRINCIPAL

ATTEST:



NJ Bar: 037022008

(REVISED 4/10)

EXHIBIT A

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS
N.J.S.A. 10:2-1 (2012)

§ 10:2-1. Antidiscrimination provisions

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person acting on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontractor hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such persons is discriminated against or intimidated in violation of the provisions of the contract; and

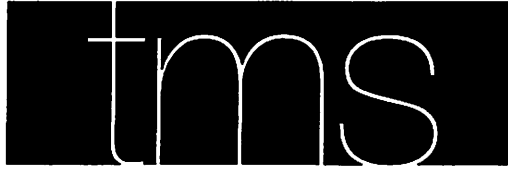
d. This contract may be canceled or terminated by the contacting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

**TITLE 17. TREASURY - - GENERAL
CHAPTER 44. STATE COMPTROLLER
SUBCHAPTER 2. AUDIT DIVISION**

N.J.A.C. 17:44-2.2 (2012)

§ 17:44-2.2 Authority to audit or review contract records

The contractor shall maintain all documentation related to products, transactions or services under this contract for the period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.



Taylor Management Strategies, LLC

November 17, 2016

Mr. Abe Antun
County Administrator
Hudson County
567 Pavonia Avenue
Jersey City, NJ 07306

Dear Mr. Antun:

On behalf of Taylor Management Strategies, LLC please find herein a proposal to the County of Hudson (the "County") for Eric M. Taylor to serve as the Director of the Hudson County Correctional Center (the "HCCC"), located at 30-35 Hackensack Avenue, Kearny, NJ 07032.

Eric M. Taylor alone will be the designee from Taylor Management Strategies ("TMS") to function as Director, unless the County Administrator approves otherwise. Eric M. Taylor will be available from December 1, 2016 through May 31, 2017 ("Initial Contract Term"), with the County having the option to renew this Agreement for an additional six months, or from June 1, 2017 to November 30, 2017 ("Renewal Contract Term").

As Director, Eric M. Taylor will have full authority to manage the HCCC, including but not limited to authority over staff, facilities, inmates, security, and administrative and program matters. During the Initial Contract Term, Eric M. Taylor will review and analyze the current senior-level employees and make a recommendation as to whether any of them qualify for the position of permanent Director. If the County opts to renew this Agreement, during the Renewal Contract Term Eric M. Taylor will train and mentor a senior-level employee to assume the Director role; or, if Eric M. Taylor has determined that none of the existing staff is appropriate for the Director role, Eric M. Taylor will conduct a nationwide search to identify and vet appropriate talent. Eric M. Taylor will not be precluded from applying for the position of permanent Director.

Taylor Management Strategies, LLC will assign Eric M. Taylor to work onsite at the HCCC 3 (three) days per week, 10 (ten) hours per day, on the consecutive days of Tuesday, Wednesday and Thursday. During the balance of the week, Eric M. Taylor will be available to the County by telephone or electronic mail, and as needed at Hudson County Board of Chosen Freeholder Meetings.

During the course of this Agreement, Eric M. Taylor will consult only for the County. However, this Agreement does not preclude Eric M. Taylor from performing administrative functions necessary for the continuing operations of TMS. Nor does this Agreement preclude TMS from entering into agreements with other clients for the services of other consultants under TMS' employ.

The County will compensate TMS at the rate of \$1,100.00 for each full day Eric M. Taylor works onsite at the HCCC or at Hudson County Board of Chosen Freeholder Meetings. TMS will invoice the County monthly, and will specify in each invoice the days and hours that Eric M. Taylor worked during the month. The County will mail all payments to the following address:

Taylor Management Strategies
100 Springdale Road, Suite A3-296
Cherry Hill, NJ 08003

The County will provide Eric M. Taylor with a badge and business cards reflecting his role as Director. Also, the County will provide Eric M. Taylor with a cellular telephone, fully paid by the County, and a County electronic mail address.

Eric M. Taylor will serve as a consultant. As such, Eric M. Taylor will not accrue pension or healthcare benefits, or benefits under New Jersey's workers' compensation laws, and the County will not be responsible for workers' compensation insurance or disability insurance. Likewise, the County will not provide unemployment insurance, and will take no deductions from any checks covering services under this agreement. TMS is responsible for reporting all income earned under this agreement to the Internal Revenue Service (the "IRS") in accordance with IRS rules and regulations. All income earned with respect to this agreement shall be reported to the IRS on Form 1099.

The County will fully indemnify Eric M. Taylor and TMS for all matters and lawsuits brought against Eric M. Taylor and/or TMS related to conduct or incidents occurring during, or related to, Eric M. Taylor's role as Director. The County shall represent Eric M. Taylor and/or TMS like an employee in regards to such matters and lawsuits. However, the County reserves the right not to defend Eric M. Taylor and/or TMS if the allegations allege intentional misconduct.

At least 30 days prior to the end of the Initial Contract Term, Eric M. Taylor and a representative of the County shall meet to discuss whether to renew the Agreement.

We very much look forward to working with you.

Very truly yours,



Eric M. Taylor
Principal