



## **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.

Mr. Abe Antun

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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