

**RESOLUTION  
OF THE MAYOR AND COUNCIL  
OF PRINCETON  
APPROVING A PROFESSIONAL SERVICES AGREEMENT  
WITH PRINCETON SENIOR RESOURCE CENTER**

**WHEREAS**, Princeton wishes to provide various services to Senior Citizens at the Suzanne Patterson Center, the Princeton Senior Resource Center and various outreach locations; and

**WHEREAS**, Princeton wishes to enter into a Services Agreement with Princeton Senior Resource Center (hereinafter "Provider") for the aforesaid services; and

**WHEREAS**, services to be performed may be retained by Princeton without public advertising for bids pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. because the aforesaid services are extraordinary and unspecifiable in nature; and

**WHEREAS**, the Local Public Contracts Law requires that the Resolution authorizing the award of contract for services without competitive bidding be publicly advertised;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Princeton as follows:

1. The Mayor and Clerk are hereby authorized to enter into a Services Agreement with Provider with offices at 45 Stockton Street, Princeton, New Jersey 08540 to cover the period from January 1, 2014 to December 31, 2014.

2. The Agreement so authorized shall require the Provider to provide various programs and services to older adults, said services to be provided at the Suzanne Patterson Center, the Princeton Senior Resource Center and various outreach locations. The programs and services to be provided by the Provider will include:

Information and referral services;  
Counseling and social services regarding a wide range of senior services;  
Crisis intervention;  
Recreational and social activities;  
Volunteer visiting and support to the home bound;  
Volunteer opportunities;  
Education, enrichment and fitness programs;  
Health promotion and screenings  
Crosstown Transportation Service  
Management and coordination of Suzanne Patterson Building rentals

3. Princeton shall pay the Provider the following compensation:

The amount of One Hundred Twenty Thousand Eight Hundred Ninety Two and 00/100 Dollars (\$120,892.00), said amount to be paid in monthly instants of \$10,074.34.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

5. An executed copy of the contract between Princeton and Provider and a copy of this Resolution shall be on file and available for public inspection in the Office of the Borough Clerk.

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Linda S. McDermott, Municipal Clerk

I, Linda S. McDermott, Municipal Clerk of Princeton, in the County of Mercer, in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Mayor and Council of Princeton, NJ at a meeting held June 9, 2014.

## PRINCETON

### PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this            day of           , 2014, by Princeton Senior Resource Center, Spruce Circle, Princeton, New Jersey 08540 (hereinafter referred to as "Provider"), and Princeton, a municipal corporation in the County of Mercer and State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540.

**WHEREAS**, Princeton and Provider wish to enter into an agreement for the performance of extraordinary and unspecifiable services as hereafter more particularly stated, to be provided at the Suzanne Patterson Center, Spruce Circle and various outreach locations;

**NOW, THEREFORE** in consideration of the mutual obligations hereafter set forth, the parties agree as follows:

1.       **STATEMENT OF WORK:** The Provider shall provide various programs and services to older adults, said services to be provided at the Suzanne Patterson Center, the Princeton Senior Resource Center and various outreach locations. The programs and services to be provided by the Provider will include:

- Information and referral services;
- Counseling and social services regarding a wide range of senior services;
- Crisis intervention;
- Recreational and social activities;
- Volunteer visiting and support to the home bound;
- Volunteer opportunities;
- Education, enrichment and fitness programs;
- Health promotion and screenings
- Crosstown Transportation Service
- Management and coordination of Suzanne Patterson Center building rentals

No exterior or interior alterations may be made by Provider to the Suzanne Patterson Building without the prior written approval of Princeton. Under this Agreement, the Provider shall at all times act as an independent contractor and not as an employee of Princeton, and shall have no authority to act as an agent or representative of Princeton or to enter into any financial or other contractual commitment on behalf of Princeton without the prior written approval of same granted in accordance with law. This Agreement shall be effective from January 1, 2014 through December 31, 2014, unless sooner terminated as provided hereafter.

2. **PAYMENT:**

- a. Princeton shall pay the Provider the following compensation:

The amount of One Hundred Twenty Thousand Eight Hundred Ninety Two and 00/100 Dollars (\$124,530.00), said amount to be paid in monthly installments of \$10,377.50.

b. Compensation. Compensation will be paid to the provider by Princeton monthly for the services performed and as the administrative coordinator of building usage said compensation shall be supplemented by the income received from groups utilizing the center.

c. Operating Reports. Provider shall give Princeton a copy of the monthly operation reports as provided to the Board of Trustees of the Princeton Senior Resource Center.

d. included in compensation to the Princeton Senior Resource Center for services listed above are:

1. Suzanne Patterson Building-rent, utilities, custodial and maintenance care
2. Technology support services including data (telephone and internet) connection, phones and technical support of that infrastructure

3. **TERMINATION.** This Agreement shall be effective for the period provided above, although it may be sooner terminated, with cause, by either the Provider or Princeton at any time by either party giving the other ninety (90) days written notice.

4. **NON-CONFLICTS OF INTEREST.** The Provider represents that it is not now performing any services for any person, firm or corporation which results or might result in a conflict of interest between the provider and Princeton, directly or indirectly. In addition, Provider expressly agrees to refrain during the period of this Agreement from performing any services for any person, firm or corporation which results or might result in a conflict of interest between the Provider and Princeton, directly or indirectly. The Provider agrees to disclose in writing to Princeton any and all such conflicts of interest which may arise, giving full particulars.

5. **CONFIDENTIALITY.** The Provider agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of Princeton, which consent shall not unreasonably be refused, and to both require and furnish copies to Princeton of an identical covenant executed by all agents, employees, or subcontractors of the Provider in the rendering of the services hereunder.

6. **NATURE OF SERVICES.** Provider represents that it is a non-profit corporation having received an IRS Exempt Organization Permit. Provider has represented that it has sufficient expertise, extensive training and a proven reputation in supplying such services as described herein.

7. **COMPLIANCE WITH LAWS.** 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, sex, affectional or sexual orientation. 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, sex, 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, sex, affectional or sexual orientation.

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 or 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. 1975, c. 127, as amended and supplemented from time to time and the Americans Disabilities Act;

The contractor or subcontractor agrees to attempt, in good faith, to 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 pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with 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.12, 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, sex, affectional or sexual orientation, 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 procedures 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 contract 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, sex, affectional or sexual orientation, 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 to Federal court decisions.

The contractor and its subcontractors shall furnish 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 (N.J.A.C. 17:27).

8. **COMPLETE AGREEMENT.** This Agreement and any attachments hereto or incorporated by the reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder may be sent by regular mail to their respective addresses first set forth above unless sooner revised by written notice.

**WITNESS**

**PRINCETON SENIOR RESOURCE CENTER**

\_\_\_\_\_

**BY:** \_\_\_\_\_

Paul Gerard  
President

**WITNESS**

**MAYOR AND COUNCIL OF PRINCETON**

\_\_\_\_\_

**BY:** \_\_\_\_\_

Linda S. McDermott  
Municipal Clerk

Elizabeth Lembert  
Mayor

Date Signed: \_\_\_\_\_