



PRINCETON AFFORDABLE HOUSING

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Princeton, NJ 08542
609-688-2029
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cpeacock@princetonnj.gov

MEMORANDUM

To: MAYOR LIZ LEMPERT AND PRINCETON COUNCIL

From: Anna Christy Peacock, Municipal Housing Liaison

Subject: Shirley M. Bishop, P.P., LLC - Professional Services Agreement

Date: May 28, 2013

Attached, please find a resolution for Council action to authorize a Professional Services Agreement with Shirley M. Bishop, P.P., LLC, as recommended by the Princeton Housing Board. The purpose of this request is to fund Ms. Bishop's professional planning and consulting services, as needed, to address the NJ Council on Affordable Housing regarding preparation, alterations, and revisions to Round Three Fair Share Plans and spending plans, and any defense against objections to said plans.

SHIRLEY M. BISHOP, P.P., LLC

Housing and Planning Consulting

100 Overlook Drive, Floor 2
Princeton, New Jersey 08540

Tel: (609) 844-7720
Fax: (609) 844-7722
Email: Shirleymbishop@aol.com

May 6, 2013

Christy Peacock
Affordable Housing Coordinator
400 Witherspoon Street
Princeton, NJ 08540

Re: Professional Services Agreement

Dear Ms. Peacock:

I would be most interested in continuing to serve as the housing consultant for the Princeton Borough's housing plan, spending plan and development fee ordinance and assist in the preparation and implementation of Princeton's new third round housing element and fair share plan.

The purpose of this letter is to confirm both my interest in continuing to provide planning services to you and my fee arrangement.

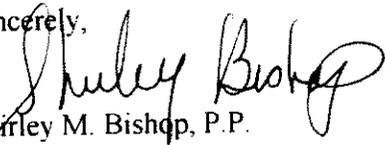
My hourly fee remains at \$150.00 per hour for all preparation, meetings and travel time. Printing, express mail, fax charges and other out-of-pocket expenses will be charged at direct cost. All bills are payable upon receipt. Invoices are forwarded monthly.

I trust that these terms are satisfactory. Unless I hear from you to the contrary, I shall await a Professional Services Contract.

Of course, should you have any questions or comments regarding either the services I will continue to provide or the fee arrangement, please do not hesitate to call me.

I look forward to hearing from you and continuing to work with Princeton in this planning endeavor.

Sincerely,

A handwritten signature in cursive script that reads "Shirley Bishop". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Shirley M. Bishop, P.P.

C: The Honorable Liz Lempert
Derek Bridger
Edwin Schmierer, Esq.
Robert Bruschi

**PRINCETON
COUNTY OF MERCER
STATE OF NEW JERSEY**

WHEREAS, the operation of the Princeton Affordable Housing Program requires the appointment of a professional planner to supply planning and affordable housing consulting services in connection with the implementation of its Affordable Housing Program, including, but not limited to, providing advice to the Princeton Housing Board, Princeton Planning Board, and Princeton Council, participating in the implementation of Princeton's Mt. Laurel compliance program, and preparation and defense of same.

WHEREAS, the services to be performed are professional services, which are exempt from the public bidding requirements of the local public contracts law pursuant to N.J.S.A. 40A:11-5(1)(a); and

WHEREAS, Princeton has appointed Shirley M. Bishop, P.P., LLC, 100 Overlook Drive, Floor 2, Princeton, NJ 08540, as the Professional Planner for the Princeton Affordable Housing Program for the calendar year 2013.

NOW, THEREFORE, BE IT RESOLVED by the Princeton Council, as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into a Professional Services Agreement with Shirley M. Bishop, P.P., LLC, 100 Overlook Drive, Floor 2, Princeton, NJ 08540, retaining Ms. Bishop as Professional Planner for Princeton for the calendar year 2013. The sums authorized by this resolution shall not exceed \$12,000.00, and shall be debited at an hourly rate of \$150.00/hour as per Ms. Bishop's attached proposal. The agreement authorized by this resolution is on

file within the office of the Princeton Clerk and may be inspected during regular office hours.

2. This contract is being awarded without competitive bidding as a “Professional Services” contract in accordance with the provisions of N.J.S.A. 40A:11-5(1)(a) of the New Jersey Local Public Contracts Law because a service will be rendered or performed by a person or persons authorized by law to practice a recognized profession and whose practice is regulated by law.
3. A notice of this action shall be published in The Princeton Packet as required by law within ten (10) days of its passage.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was adopted by the Princeton Council at its meeting held on the 28th day of May 2013.

Linda S. McDermott, Clerk
Princeton

**PRINCETON
PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT, made this 28th day of May, 2013, by **Shirley M. Bishop, P.P., LLC**, a consulting firm, located at 100 Overlook Center, Floor 2, Princeton, NJ 08540, (hereinafter referred to as "Provider"), and **Princeton**, a municipal corporation in the County of Mercer and State of New Jersey (hereinafter referred to Princeton), 400 Witherspoon Street, Princeton, New Jersey 08540.

WHEREAS, Princeton wishes to enter into an agreement with Provider for an amount not to exceed \$12,000.00, dated the 28th day of May, 2013, for professional services in connection with certain activities being conducted by Princeton, as hereafter more particularly stated; and

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

1. **STATEMENT OF WORK:** The Provider shall use its best efforts to continue to perform professional services and other related duties, as follows:

To provide professional planning services in connection with various New Jersey Council on Affordable Housing requirements as they relate to Princeton's Third Round Affordable Housing Plan and other affordable housing planning needs, including preparation and alterations of a third round plan and any defense against appeals of said plan.

Under this Agreement, the Provider shall at all times act as an independent professional 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 supplemented by the terms of the Provider's proposal, including the standard provisions of the proposal, except where such terms are contradicted by the terms of this Professional Services Agreement, in which case the terms of this Agreement shall apply. The Agreement will now be extended to December 31, 2013.

2. **PAYMENT:**

a.) An amount not to exceed Twelve Thousand Dollars (\$ 12,000.00) which amount shall be billed in accordance with the cost estimate provided in the proposal. Compensation shall be at a rate of \$150.00 per hour. Please see attached proposal.

b.) Rendition of Invoices: Payment of fees and reimbursement for such expenses incurred will be made upon the submission by the Provider to Princeton of invoices in duplicate in the form prescribed by Princeton not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees or other compensation are claimed, the services performed, and an itemized listing of all expenses incurred for which reimbursement is claimed. The Provider shall give written notice to Princeton

when the Provider has billed eighty percent (80%) of the compensation set forth in paragraph 2 of this Agreement.

3. TERMINATION.

This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by Princeton or by Shirley M. Bishop, P.P.,L.L.C. if either party gives thirty (30) days written notice.

4. NON-CONFLICTS OF INTEREST.

The Provider represents that neither it nor its firm is now performing and expressly agrees to refrain during the period of effectiveness of this Agreement from so performing, any professional 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. TITLE TO DATA AND PROPERTY PRODUCED BY THE PROVIDER.

The Provider agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analysis, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with Princeton and Provider and the Provider shall not have the right to sell, disclose, or make same available to third parties without the prior written consent of Princeton.

6. 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 participating in the rendering of the services hereunder.

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 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. 1975, c. 127, as amended and supplemented from time to time and the Americans with 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 supplements 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, 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 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, 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 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 (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:

SHIRLEY M. BISHOP, P.P., LLC

By: _____
Shirley M. Bishop

PRINCETON

Linda McDermott, Clerk

By: _____
Liz Lempert, Mayor