

**EXTENSION OF AGREEMENT FOR INTERIM EXECUTIVE DIRECTOR
SERVICES**

THIS AGREEMENT, made this 1st day of February, 2021, between, **THE TRENTON PARKING AUTHORITY**, a body corporate and politic of the State of New Jersey with offices located at 16 East Hanover Street, Trenton, NJ (hereinafter, “Client”) and **KEJ ASSOCIATES, LLC**, with offices located at 32 Jackie Drive, Lawrenceville, New Jersey 08648 (“KEJ”),

WITNESSETH:

WHEREAS, the Trenton Parking Authority (“TPA”) requires the services of an Interim Executive Director; and

WHEREAS, **KEJ** submitted a responsive Qualification Statement demonstrating the willingness and capability to perform such services; and

WHEREAS, the parties mutually agree to extend the services agreement on the same terms and conditions for a period not to exceed six (6) months until a new award is made to a Request for Qualifications.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. **SCOPE OF SERVICES.** **KEJ** agrees to provide all of the necessary and proper services as required by **TPA** to perform the duties and obligations of Interim Executive Director and as may be assigned by **TPA** (collectively, the “Services”), and shall do, perform and carry out the Services in a satisfactory and proper manner. **PERRY SHAW** may perform the Services personally or may delegate performance to any other parking consultant with **KEJ**. The duration of this services agreement shall be

from February 1, 2021 through July 31, 2021, or upon notice to terminate. The Services include, and are not limited to:

- a) Management, operations, and personnel issues as well as its consultant for planning development of parking related projects;
- b) Attending TPA meetings when requested;
- c) Conferring with and advising the Commissioners, management and staff of the Authority on matters, when requested;
- d) Advice and assistance to the TPA in the preparation of documents, as may be requested from time to time, to facilitate the creation or implementation of the operation, management, planning and development of TPA projects;
- e) Advise and consult with all parties having dealings with the TPA as requested by the Commissioners;
- f) Appearance for and representation of the TPA before public bodies as requested;
- g) Review of documents pertaining to TPA projects; and
- h) Oversight of daily operations and implementation of revised operating policies as appropriate.
- i) For any additional scope of services, including employee training, the Consultant will submit a proposal at the request of the Authority.

2. COMPENSATION. TPA agrees to pay KEJ for all services to be rendered under this contract for a monthly rate of \$10,000. KEJ is an independent contractor as defined by the IRS and shall not be liable for employee contributions for

PERS, state and federal taxes and other required payroll deductions. KEJ shall pay for its employees and/or contract employees the aforementioned required payroll deductions.

3. **BILLING.** The compensation referred to in Paragraph 2, above, shall be payable on a monthly basis upon submission of an appropriate voucher accompanied by a statement to **TPA** setting forth the Services rendered during the period. KEJ makes every effort to ensure accurate billings. However, recognizing that inadvertent errors may occur, **TPA** shall review all bills promptly upon receipt and bring any billing issues to the attention of KEJ for prompt review so that any errors may be addressed.

4. **PROFESSIONAL LIABILITY INSURANCE.** KEJ shall maintain professional liability coverage (malpractice coverage) in the minimum amount of \$1,000,000/\$2,000,000 and submit proof of coverage to **TPA**.

5. **CAMPAIGN CONTRIBUTION LAWS AND REGULATIONS.** For all periods relevant to this Agreement, KEJ has and shall continue to comply with [P.L. 2004, c. 19; P.L 2005, c. 51; P.L. 2005, c.271] and [local ordinance, if applicable]. KEJ acknowledges its responsibility to file an annual 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, §3) if KEJ receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of KEJ to determine if filing is necessary, and additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

6. **AFFIRMATIVE ACTION.** The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the

Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

7. APPROVING RESOLUTION INCORPORATED.

This Agreement is subject to the approval, by resolution of TPA and is hereby incorporated herein by reference, as if set forth at length.

8. TERMINATION.

This Agreement may be terminated by the TPA by giving notice thirty (30) days prior to the completion of services upon award to a qualified firm to provide Interim Executive Director Services. Either party may terminate this Agreement by written notice if the other breaches any of the provisions of the Agreement, which are capable of being remedied and fails to remedy such breach. Any party alleging any such breach shall notify the other party by written notification. Such notification shall be sent via overnight mail, hand delivery, and/or facsimile. The notification shall describe such breach. Parties in breach shall have fourteen (14) days from the date of notification to remedy breach.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the
day and year first above written.

ATTEST:

THE TRENTON PARKING AUTHORITY

WITNESS:

KEJ ASSOCIATES, LLC

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES CONTRACTS
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to 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, affectional or sexual orientation 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 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 the 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 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 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 Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).