

Mayor O'Neil offered the following Resolution and moved on its adoption:

**R-06-28**  
**RESOLUTION**  
**CONTRACT FOR PROFESSIONAL SERVICES**  
**RE: COMMERSE RISK CONTROL SERVICES A DIVISION OF COMMERCE**  
**INSURANCE SERVICES, INC. TO COORDINATE ALCOHOL AND DRUG**  
**TESTING SERVICES; RESOLUTION**

**THIS AGREEMENT** made this 18<sup>th</sup> day of January 2006, by and between the Borough of Highlands a Municipal Corporation of the State of New Jersey, hereinafter referred to as "BOROUGH"

COMMERCE RISK CONTROL SERVICES A DIVISION OF COMMERCE INSURANCE SERVICES, INC. of 1701 Route 70 East, P.O. Box 1360, Cherry Hill, NJ 08034, hereinafter referred to as "CONTRACTOR"

WITNESSETH:

**WHEREAS**, BOROUGH Council has authorized the execution of a Professional Services Contract with COMMERCE RISK CONTROL SERVICES A DIVISION OF COMMERCE INSURANCE SERVICES, INC. 1701 East, PPO Box 1360, Cherry Hill, NJ 08034, pursuant to Resolution No. R-06-28 duly adopted by the Governing Body of January 18, 2006; and

**WHEREAS**, the Contractor is experienced in and capable of providing such services; and

**WHEREAS**, the Municipal Treasurer has certified the availability of funds within Contract; and

**WHEREAS**, the BOROUGH Solicitor of the Borough of Highlands has determined that the within Contract is a valid Contract for Professional Services which may be awarded without competitive bidding, in accordance with the provisions of the Local Public Contract Law of the State of New Jersey; and

**NOW, THEREFORE**, in consideration of the mutual covenants and premises set forth herein, it is agreed as follows:

**1. SCOPE OF SERVICES:** "BOROUGH" hereby employs and retains the services of "CONTRACTOR", for the term hereinafter specified, to provide such services to "BOROUGH" as specially set forth in certain specifications from "CONTRACTOR", which is attached hereto as Exhibit "A" and which is incorporated herein by reference and made a part hereof.

**2. TERM:** This contract shall be for specific services set forth in Exhibit "A" which shall be performed from January 1, 2006 to December 31, 2006. Time shall be strictly of essence.

**3. COMPENSATION:** In consideration of performing those services provided in Exhibit "A" attached, "BOROUGH" agrees to pay "CONTRACTOR" the following sums payable in the following manner: See Exhibit "B" attached hereto and made a part thereof.

**4. INDEPENDENT CONTRACTOR STATUS; CONTRACTOR TO PROVIDE INSURANCE:** The services to be provided by "CONTRACTOR" shall be performed as an Independent Contractor. It is understood, agreed and acknowledged that such for any purpose. All payments made by "BOROUGH" to "CONTRACTOR" pursuant to this contract shall be gross payments. No deduction shall be made therefrom for taxes for payroll deduction. "CONTRACTOR" represents and warrants that it will maintain in full force and effect workers' compensation coverage and disability coverage for all of "CONTRACTORS" employees.

**5. TERMINATION:** "BOROUGH" may terminate this contract for cause at any time, in which event, "CONTRACTOR" shall be entitled to be compensated for all services performed up to the date of termination.

**6. AFFIRMATIVE ACTION REQUIREMENTS:** "CONTRACTOR" acknowledged that this Contract must be carried out in accordance with the Affirmative Action requirements of the State of New Jersey . Accordingly, during the term of this contract and during the performance of all duties under this Contract, "CONTRACTOR" agrees as follows: See Exhibit "C".

**7. AMENDMENTS:** Any amendment to this Contract must be in writing and signed by the parties hereto. Oral amendments shall have no force or effect.

**8. MISCELLANEOUS:**

- (A) This contract shall be constructed in accordance with the laws of the State of New Jersey.
- (B) This Contract shall be binding upon the parties hereto, their heirs, successors, administrators and assigns.
- (C) Paragraph headings are intended solely for the convenience of the parties and shall not be used in constructing the provisions of the paragraph..

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- (D) Reference to the masculine gender shall be deemed to include all other genders. Reference to the singular shall be deemed to include the plural.

Seconded by Mrs. Little and adopted on the following roll call vote:

**ROLL CALL:**

**AYES:** Mr. Nolan, Mrs. Little, Mr. Caizza, Mr. Urbanski, Mayor O'Neil

**NAYES:** None

**ABSENT:** None

**ABSTAIN:** None

**DATE:** January 18, 2006

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**NINA LIGHT FLANNERY, Borough Clerk**

I hereby certify this to be a true copy of the Resolution adopted by the Governing Body of the Borough of Highlands on January 18, 2006.

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**BOROUGH CLERK/DEPUTY CLERK**