

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this first day of January, 2010;

By and between the Township of West Orange ("Township") and Benecke Economics, Economic Development, Planning and Financial Management Consultants with office at 250 Moonachie Road, Moonachie, New Jersey, with Robert L. Benecke being the Principal assigned to the Township ("Benecke"):

WHEREAS, the Township is continually exploring the potential of rehabilitating and redeveloping certain areas of the Township; and

WHEREAS, the purpose of exploring such rehabilitation and redevelopment areas is to enhance the economic value and improve the physical characteristics of the Township so that all Township residents will benefit; and

WHEREAS, it is necessary for the Township to obtain professional economic, financial and redevelopment advice so as to formulate strategies to accomplish the redevelopment and revitalization of the Township; and

WHEREAS, Benecke is an expert in the fields of public finance and redevelopment, and its principal Robert L. Benecke is a New Jersey licensed finance officer; and

WHEREAS, the Township desires to engage Benecke as an independent consultant to manage the financial and economic aspects of the Township's redevelopment efforts and, further, the Township desires to engage Benecke to provide economic and financial advice to develop financial strategies to increase the economic value of the Township so as to enhance the quality of life for all residents.

NOW, THEREFORE, in consideration of the mutual promises and agreements made hereinafter, the parties agree as follows:

Section 1. Scope of Services.

- a. Benecke shall provide independent expert financial advice and economic strategies to the Township, respecting the prospective redevelopment plans of the Township. This shall include an economic analysis of the recent New Jersey PILOT legislation and its potential impact on the Township of West Orange and the proposed downtown redevelopment project(s).
- b. Benecke shall evaluate, in writing, any and all economic issues related to redevelopment as requested by the Township.
- c. Benecke shall attend meetings with Township officials, planning officials, and other interested parties.
- d. Benecke shall assist and coordinate the preparation of, or prepare, redevelopment plan documents relating to all financial issues, including Council Resolutions and Ordinances, and potential redevelopment project proposals and outlines.
- e. Benecke may be required to make public presentation(s) regarding the redevelopment plans of the Township.
- f. Benecke shall provide such written reports as requested by the Township respecting the progress of the redevelopment plans of the Township, particularly relating to the financial impact of the projects being considered, and may be required to provide additional written reports as required by the Township.

Section 2. Duration of Agreement

This agreement shall become effective on January 1, 2010 and expire on December 31, 2011. This contract may be terminated any time after March 31, 2010 by the Township or Benecke on thirty days (30) days written notice.

Section 3. Representation of the Parties.

- a. Benecke is an independent contractor and Benecke will be provided an IRS 1099 form for purposes of tax reporting.
- b. Benecke shall not be required to supervise any Township employee.
- c. Benecke shall exercise due diligence in carrying out his consulting tasks and utilize best practices in providing financial advice.
- d. Such other and further responsibilities as the Township reasonably requests.

Section 4. Compensation

The Township shall pay Benecke at a rate of \$2,000 per month beginning January 1, 2010 through December 31, 2011 not to exceed the sum of \$24,000 annually, unless as otherwise provided herein. Benecke shall provide whatever hours are necessary to fulfill this contract, however, should Benecke spend more than 250 hours in any full calendar year performing the services necessary under this contract then Benecke shall be reimbursed at the rate of \$125 per hour. Expenses shall be reimbursed for actual out-of-pocket expenses plus travel at the Internal Revenue Service rate not to exceed \$200 during the term of this agreement.

Section 5. Assignment

This Agreement shall not be assigned or assignable, either by action of Benecke or by law.

Section 6. Affirmative Action Plan

During the performance of this Agreement, Benecke agrees as follows:

- a. Benecke, as 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. Benecke will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to the 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. Benecke 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;
- b. Benecke, as applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Township, 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;
- c. Benecke, if 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 Benecke's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. Benecke, if 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;

- e. Benecke 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 a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.S. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f. Benecke 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;
- g. Benecke 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;
- h. Benecke 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; and
- i. Benecke and any subconsultants 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)**.

Section 7. Firm History

Benecke represents that no corporation partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of Benecke, has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

Section 8. General Indemnification

Benecke hereby agrees and represents that he indemnifies and holds harmless the Township of West Orange from any and all claims arising out of, or in connection with, the performance of this agreement.

Section 9. Authority

The Township and Benecke represent and warrant that this Agreement has been duly authorized by the requisite authority and does not violate any agreement which may have entered into with any party or person.

Section 10.

This Agreement shall be governed by the law of the State of New Jersey. Any disputes shall be determined by the Superior Court of New Jersey, Law Division: Essex County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, as of the day and year first above written.

ATTEST:

MUNICIPAL CLERK

WITNESS:

TOWNSHIP OF WEST ORANGE

By: _____
JOHN F. McKEON, MAYOR

**BENECKE ECONOMICS
ROBERT L. BENECKE**

By: _____
ROBERT L. BENECKE