

Exhibit “A”

**LETTER AGREEMENT WITH MILLENNIUM STRATEGIES
FOR GRANT WRITING/ADMINISTRATION/RECOVERY SERVICES**

May 16, 2017

Mr. Ed Farmer
Millennium Strategies
60 Roseland Avenue
Caldwell, New Jersey 07006

Dear Mr. Farmer:

This letter agreement shall constitute the agreement for retention of Millennium Strategies (hereinafter "Millennium"), to provide services to the Township of West Orange ("Township") as its Grant Writer for a period of one (1) year, commencing May 1, 2017 and lasting through April 30, 2018.

The amount to be paid Millennium for such services shall be \$36,000, payable on a monthly basis of \$3,000 per month, commencing as of May 1, 2017. This agreement is subject to cancellation on thirty (30) days' written notice by either the Township or Millennium.

This will confirm that the relationship of the parties shall be that of a part time, **INDEPENDENT CONTRACTOR** and not employer/employee or principal/agent. Millennium shall be solely responsible for its own work hours and daily responsibilities. As an independent contractor, Millennium shall be fully responsible for all obligations to any taxing authority or other governmental entity arising out of this Agreement. Millennium shall receive no monetary or other benefits not specifically enumerated in this agreement

The manner and means of performing all services shall be subject to Millennium's sole control unless otherwise specified in this Agreement. Millennium shall not have the legal authority to bind the Township in contract, debt or otherwise without the prior written consent of the Township.

Millennium's responsibilities shall include, but are not necessarily limited to:

- Providing professional consultations with respect to the study of County, State, Federal, corporate and private aid funds as they relate to the needs of the Township, or as requested by the Township.
- Notifying the Township of all available governmental and non-governmental funding opportunities by providing detailed memoranda of potential funding opportunities that include an explanation as to Millennium's efforts and the Township's responsibilities in order to complete the grant application and produce the best possible presentation for submission.

- Researching, planning, preparing, submitting, proceeding with and following up on all applications and programs for such aid.
- Advising the Township as to all required appropriate legislative support, for all available governmental and non-governmental funding applications.
- Advising the Township as to all requirements and procedures to follow with regards grant administration, including, but not limited to, the overseeing of the disbursement of funds obtained through grant awards to insure that such disbursements meet all of the requisite requirements of the grant award.
- Researching and advising the Township regarding whether its current disbursement of grant funds are being performed consistent with the requirements of the grant funds and also insuring that funds obtained by grant awards are being disbursed and utilized.
- Obtaining "New Grants" on an annual basis of at least the amount paid to Millennium on an annual basis (\$36,000 per year) during the term of this Agreement. New Grants shall mean monies and/or aid not previously received by the Township from particular sources during the prior five (5) years. Millennium agrees that it will continue to provide services beyond the term of this Agreement at no cost until New Grants exceeding the amount received are awarded. This amount specifically excludes all currently existing grants.
- Submitting an annual written report at the conclusion of the term to the Mayor concerning all services rendered and new grants obtained.
- Representing the Township before all appropriate legislative and/or governmental officials and their offices pertaining to grant and funding procurement services undertaken pursuant to this Letter Agreement. This obligation shall include, but not be limited to, other subjective funding opportunities.
- Attending any meetings requested by the Mayor and/or Business Administrator to discuss potential grants and report as to timeframes and deadlines for submission of grant applications, status of grant applications, and areas of available grant funding.
- Attending any public meetings, as requested upon 48 hours notice.

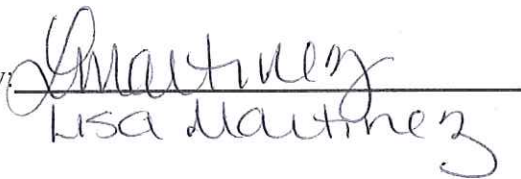
All grant applications are subject to the approval of the Township in its sole discretion, and no grant application shall be submitted without the prior approval of the Township Council.

If the foregoing terms are acceptable, kindly affix your signature below.

WITNESS:

MILLENNIUM STRATEGIES

By:


Lisa Martinez

By:


ED FARMER

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE,
MUNICIPAL CLERK

By:

ROBERT D. PARISI, MAYOR