

Exhibit “A”



19 Boonton Avenue
Boonton, NJ 07005
Ph: (973)541-1010
Fax: (973)541-1131
Web: tlc-nj.org

QUALIFICATIONS

The Land Conservancy is uniquely experienced and well qualified to assist West Orange Township with the completion of the update to its 2009 Open Space and Recreation Plan (OSRP). We are a fully comprehensive planning organization with staff skilled and experienced in the requirements and analyses needed to prepare Open Space Plans. We have the capacity and technical ability to quickly and efficiently step in to complete these reports without delay.

We completed West Orange Township's 2002 Open Space and Recreation Plan and updated this report in 2004 and 2009. Working closely with the Township and Essex County Executive Joseph N. DiVincenzo, Jr., Essex County Department of Parks, Recreation and Cultural Affairs, the South Mountain Conservancy, we purchased and preserved 11 acres in 2009 which has since been added to South Mountain Reservation in West Orange as part of Mayapple Hill.

Our staff has completed 80 Open Space Plans for municipalities throughout New Jersey. Each of these communities received certification through Sustainable Jersey and funding through the New Jersey Department of Environmental Protection Green Acres program through submittal of these reports, which are required to be updated every ten years.

The resources of our office include a state-of-the-art Geographic Information Systems (GIS) center with large scale plotter and numerous high-quality laser printers capable of printing smaller maps for handouts and publication. The Land Conservancy has licensed software which includes ArcGIS 10.6, PhotoShop, InDesign, Adobe Professional, and the Microsoft Office Suite. Staff is skilled at a variety of web-based software.

The Land Conservancy of New Jersey is a nonprofit land trust organization dedicated to permanently protecting land for conservation of natural resources, recreation, and water quality protection. Founded in 1981, we have helped 100 government and private organizations preserve, steward, and protect open space. We have written 142 plans, preserved 25,000 acres, and helped towns receive \$239 million for land preservation. Our staff includes a licensed planner, technical writers, skilled GIS cartographers, naturalists, and graduate students from the Bloustein School of Urban Planning at Rutgers University. The Land Conservancy has received numerous awards for our work:

- 2017 – NJDEP GIS – 1st Place Best Analytical Presentation – Sussex County Open Space Plan Update
- 2016 – New Jersey BIZ – Public Private Partnership Award – Bergen County Flood Planning
- 2015 – New Jersey Planning Officials Achievement in Planning – Preservation of Beaver Brook Farm presented to Warren County, in partnership with The Land Conservancy of New Jersey.
- 2015 – New Jersey Chapter of the American Water Resources Association Excellence in Water Resources Protection and Planning Award for the South Branch Preserve Ecological Restoration Project in Mt. Olive Township, Morris County.



TOWNSHIP OF WEST ORANGE: OPEN SPACE AND RECREATION PLAN UPDATE

SCOPE OF WORK

The Land Conservancy of New Jersey will help West Orange Township with the following activities:

An *Open Space and Recreation Plan* is a comprehensive document that focuses and guides local open space preservation and land management programs. The Land Conservancy of New Jersey follows the NJDEP Green Acres program requirements for format and content for a municipal Open Space and Recreation Plan (OSRP) to ensure the municipality will qualify for state funding for land acquisition. Green Acres requires that an OSRP must have been re-examined within the past 10 years and adopted as an amendment to the Master Plan. West Orange Township's OSRP has enabled the Township to access funding through the Green Acres program. Updating the report will incorporate the current open space objectives of the municipality, including conservation and stewardship projects.

The *Open Space and Recreation Plan Update* includes the following sections:

1. Open Space Goals and objectives of the community are evaluated and updated
2. Inventory of the currently protected open space and undeveloped lands
3. History of the Open Space Program including expenditures made and grants received
4. Planning Review of new and updated state, county, and local plans for program information
5. Maps using ArcGIS to determine priority lands for preservation and restoration
6. Preservation Recommendations & Action program for open space protection over a period of five years

All maps in the document will be updated to reflect current tax assessment data. Maps are on an ArcGIS 10.6 mapping platform. This software allows the environmental data to be layered and visualized with greater diversity and accuracy.

As part of our service, we will facilitate up to two (2) public meetings as required by NJDEP Green Acres for the Plan Update. Staff will attend up to four (4) meetings in the Township, including the public meetings. To meet Green Acres standards the Plan is required to be adopted as a part of the Master Plan.

Deliverables

The Land Conservancy can start the Plan immediately and a draft will be ready for review within four to six months. All maps, figures and tables in the document will be updated to incorporate the most current data. If the Township requires other information to be included in the Plan, above what is within this proposal, the costs may change. The OSRP Update will be finalized based upon comments received. The Land Conservancy will deliver one hard copy of the final report. An electronic copy of the draft and final reports will be sent via an internet link so it may be downloaded directly to the user's computer.

The Land Conservancy of New Jersey will research the feasibility of developing online web-based mapping as a companion to the Township's Open Space and Recreation Plan Update. If successful, we will share this with the Township for use by the volunteers and professionals as part of the open space program. If approved by the governing body, The Land Conservancy will provide the data to the municipality's technical service provider to upload this data to the Township's website.

FEE

\$10,000

Proposal submitted June 25, 2018

Work to commence upon approval and authorization by West Orange Township

Exhibit “B”



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AGREEMENT

BY AND BETWEEN

TOWNSHIP OF WEST ORANGE, County of Essex
A Municipal Corporation of the State of
New Jersey, with offices located at
66 Main Street
West Orange, New Jersey 07052

Hereinafter referred to as “**Township**”

AND

THE LAND CONSERVANCY OF NEW JERSEY
Open Space and Farmland Preservation Advisors
with offices located at
19 Boonton Avenue
Boonton, New Jersey 07005

Hereinafter referred to as “**Conservancy**”

WITNESSETH:

WHEREAS, with the identification of lands for natural resource, recreation, and cultural protection, a need exists to retain the services of an open space preservation consultant whose staff members have technical expertise and experience in the field of open space preservation and stewardship; and

WHEREAS, The Land Conservancy of New Jersey is a nonprofit organization whose mission is to preserve and protect open space for natural, historic, agricultural and recreational purposes and to assist municipalities in the stewardship of open space lands; and

WHEREAS, the Township of West Orange desires to develop an updated Open Space and Recreation Plan (“Plan”) and

WHEREAS, The Land Conservancy of New Jersey is qualified to prepare an updated Open Space and Recreation Plan;



NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Scope of Services:** The Land Conservancy of New Jersey shall provide the Township of West Orange, Essex County, with the services as outlined in Schedule A.
2. **Maps:** Maps will be developed for this project, as determined by The Land Conservancy, in consultation with the Township, and described in Schedule A. The maps will be formatted to be 8 ½ x 11 inches in size.
3. **Meeting Attendance:** The Land Conservancy may attend up to four (4) meetings in the Township of West Orange as part of this project, as determined by The Land Conservancy, in consultation with the Township. If the Township requests attendance at additional municipal-based meetings, The Land Conservancy reserves the right to charge a fee on top of the currently approved fee of \$125 per hour, plus cost of travel.
4. **Schedule:** The term of the agreement shall be for a twelve (12) month period commencing on October 1, 2018 and ending on September 30, 2019. The Land Conservancy will present the Township with the draft Plan Update by March 1, 2019. The Land Conservancy will deliver a final draft of the Plan Update to the Township by September 30, 2019, dependent upon municipal review and comments. In order to complete the Plan by this date, The Land Conservancy needs to receive the informational materials and documents, as identified by The Land Conservancy from the Township, no later than November 30, 2018. If needed, Township representatives and municipal officials involved in the development of the Plan will meet six (6) weeks prior to the delivery of the final version of the Plan to determine if there are any deficiencies due to the lack of information requested by The Land Conservancy but not delivered from the Township.
5. **Deliverables:** The Plan will be produced using the format created by The Land Conservancy for these documents. The Land Conservancy will complete one (1) Draft for Township review. The Township will provide its comments to The Land Conservancy on the Draft report. Following review by the Township boards, committees and staff, one (1) Revised Draft will be produced for review by the Planning Board. Upon approval by the Planning Board a Final Plan Update will be issued. No further draft reports will be produced, if the Township requests an additional draft reports it will be completed at an agreed upon fee between the Township and The Land Conservancy. Upon completion of the final report, The Land Conservancy will provide the Township one (1) hard copy, in color, of the final version. An electronic copy of the Draft and Final reports will be sent via an internet link so it may be downloaded directly to the user's computer.
6. **Delivery of Final Product:** Upon delivery of the Final report to the Township, The Land Conservancy will include a cover letter stating that the report is now complete.

7. **Term of Agreement:** The term of the agreement shall be for a twelve (12) month period commencing on October 1, 2018 and ending on September 30, 2019.
8. **Total Compensation:** Payment shall be made by the Borough to The Land Conservancy for a fee of ten thousand dollars (\$10,000.00). Payments will be processed through the Township Committee as follows:

- Attendance at Kick-Off meeting..... \$2,000
- Completion of draft Open Space Map \$2,000
- Submittal of Draft Plan Update..... \$2,000
- Submittal of Final Plan Update\$4,000

The Land Conservancy is able to keep the costs for these services low thanks to a generous grant from the Geraldine R. Dodge Foundation which underwrites this program.

9. **Payment Procedures:** The Land Conservancy shall be responsible in submitting to the Chief Financial Officer a voucher with specific charges. Method of payment shall comply with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-16, which prohibits the governing body of any local unit from paying out any of its monies “unless the person claiming or receiving the same shall first present a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct.”
10. **Ownership of Records:** All records, maps, plans and data pertaining to any Township open space issue and any other information utilized or gathered by The Land Conservancy on behalf of the Township shall be surrendered to the Township upon expiration of this Agreement. The Land Conservancy may retain copies as it determines and will not disclose any information known to it to be non-public.
11. **Work Product:** All material and work product, researched, created and pursuant to this agreement belong solely to The Land Conservancy. The text of the report may not be modified by the Township or anyone on its behalf without the prior written consent of The Land Conservancy. If requested by the Township, The Land Conservancy will include the ArcGIS shape files for the data used to create the maps, upon completion of the final report.
12. **Cancellation of Agreement:** Both the Township and The Land Conservancy reserve the right to cancel this Agreement without reason upon thirty (30) calendar days written notice. However, both parties agree that any pending business will be completed to the best of The Land Conservancy’s abilities, and that an orderly transition of the project will be made in cooperation with the Township Clerk.
13. **Mandatory Affirmative Action Compliance.** During the term of this agreement, the parties agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby

incorporate by reference the mandatory Affirmative Action language set forth in Exhibit "A" which is attached and made a part of this Agreement.

14. **Arbitration.** This Agreement is the entire agreement of the parties on the subject matter, superseding all prior written or oral understandings or agreements, and may be amended only by a writing signed by both parties. All disputes in respect of this Agreement not settled by negotiation within 30 days of written notice thereof by either party to the other shall be submitted by one party or the other to non-binding mediation by a mutually agreed upon mediator and if not settled within 60 days of such notice shall be finally resolved by confidential binding arbitration in Morristown, New Jersey under the rules then in effect of the American Arbitration Association (other than its Administrative Rules) by a panel of three arbitrators, one selected by each party and the third by the two so selected. Any decision by a majority or more of the arbitrators may be entered as a judgment in any court having jurisdiction. The arbitrators shall have no authority to amend this Agreement. One-half of the expenses of the mediator of any mediation and the arbitrators in any arbitration shall be borne by each party.

IN WITNESS THEREOF, the parties hereto have executed this agreement on this
day of _____ 2018.

ATTEST:

TOWNSHIP OF WEST ORANGE

Borough Clerk

By _____
Mayor

WITNESS:

THE LAND CONSERVANCY OF NEW JERSEY

Barbara N. Davis

By  _____
David J. Epstein, President



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TOWNSHIP OF WEST ORANGE: OPEN SPACE AND RECREATION PLAN UPDATE

SCHEDULE A

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EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 any 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 meet targeted county employment goals established in accordance with **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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality 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 personal 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 targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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

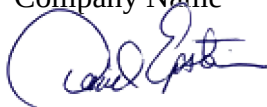
Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The Land Conservancy of New Jersey

Company Name



Officer Signature

David J. Epstein, President.

September 14, 2018

Date

(973) 541-1010

Telephone Number

(Rev. 4/2010)