

**CONTRACT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND MILLENNIUM
STRATEGIES LLC FOR GRANTWRITER SERVICES**

THIS AGREEMENT, made this 22 day of August 2023 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as "Township;" and

MILLENNIUM STRATEGIES LLC a limited liability company of the State of New Jersey having its principal offices at 60 Columbia Road, Bldg B, Suite 230, Morristown, New Jersey 07960-4635, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township requires grant writing services to consult, plan, prepare, submit and otherwise assist the Township with the application for grant funding and to research grant opportunities for the Township; and

WHEREAS, on May 16, 2012, the Township Council adopted Resolution 173-23 authorizing the Township to utilize Competitive Contracting in lieu of public bidding pursuant to the governing provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, et. seq.; and

WHEREAS, on June 9, 2023, the Township advertised a Request for Proposal (the "RFP") for a Contract for Grantwriter Services (the "Contract") with a base term of three (3) years with an option to extend the Contract for two additional one-year terms and setting forth a deadline for submission of proposals for July 11, 2023; and

WHEREAS, on July 11, 2023, the Contractor submitted a proposal in response to the RFP, including a proposed rate of \$3,900 per month, not to exceed \$46,800 per year and a rate of

\$150 per hour for the Add-Alternate option to provide State and County Grant Administration Services on an as needed basis (the “Add Alternate Option”) (collectively the “Proposal”); and

WHEREAS, the Township’s Qualified Purchasing Agent reviewed the Proposal and prepared a report recommending the award of the Contract to the Contractor.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Contract shall be August 1, 2023. The contract term shall run for three (3) years from the commencement date of this Contract, until July 31, 2026 (“Base Term”). The Township shall have the right to extend this Agreement for two (2) additional one (1) year terms (the “Extension(s)”) following the expiration of the Base Term.
2. Contractor shall provide the services set forth in the Township’s RFP, annexed hereto as Exhibit “A,” including the section describing the Vendor’s responsibilities as well as the section captioned “Instruction to Bidders.” Contractor shall also provide the Add Alternate Option consistent with the terms set forth in the RFP.
3. Contractor shall also provide the services set forth in the Contractor’s Proposal dated July 6, 2023, (“Contractor’s Proposal”), annexed hereto as Exhibit “B,” under the fee structure set forth in Section of the Contractor’s Proposal captioned “Proposal” at a rate of \$3,900 per month, not to exceed \$46,800 per year as set forth therein as well as the \$150 per hour rate for the performance of the Add Alternate Option as set forth therein.
4. To the extent of any inconsistency between the Contractor’s Proposal and this Contract, this Contract controls in all respects. To the extent of any inconsistency

between the Contractor's Proposal and the RFP, the RFP shall govern as to that inconsistency over the Contractor's Proposal.

5. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Contract that are in violation of any governing federal, state and local laws or regulations. Township agrees that all funds due Contractor for properly providing the services described in this Contract will be provided to Contractor in a reasonable and timely manner.
6. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2370, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Edward Farmer, President and CEO, Millennium Strategies LLC., 60 Columbia Road, Building B, Suite 230, Morristown, NJ 07960, with copy to Lisa Martinez, Director of Operations, 60 Columbia Road, Building B, Suite 230, Morristown, NJ, 07960 or other such address as Contractor may designate in writing to the Township.

7. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Contract as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE,
MUNICIPAL CLERK

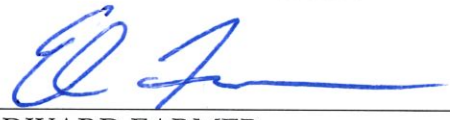
BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

MILLENNIUM STRATEGIES LLC



LISA MARTINEZ
DIRECTOR OF OPERATIONS

BY: 

EDWARD FARMER
PRESIDENT AND CEO

