

**AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND CGP&H, LLC FOR
ADMINISTRATIVE AGENT SERVICES FOR AFFORDABLE HOUSING**

THIS AGREEMENT, made this 9th day of January 2024 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

Community Grants, Planning & Housing LLC also known as CGP&H LLC, a limited liability company of the State of New Jersey having its principal offices at 1249 South River Road, Suite 301, Cranbury, New Jersey 08512, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township administers an affordable housing program for qualified households based on income eligibility consistent with the regulations promulgated by the Council on Affordable Housing and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq. and N.J.A.C. 5:97, et. seq.; and

WHEREAS, the Township currently has existing low- and moderate- income age-restricted and family units as well as existing group home bedrooms for which the Township already has Administrative Agents in place; and

WHEREAS, the Township is in the process of adopting and enacting a Housing Element and Fair Share Affordable Housing Plan which includes the proposed addition of 231 new, affordable family rental units between 2021 and 2025 to be included in inclusionary development; and

WHEREAS, the Township requires the services of a professional and experienced affordable housing consulting firm with the required licenses and certifications to function as the Township's Administrative Agent pursuant to N.J.A.C. 5:80-26.14; and

WHEREAS, the Township advertised a Request for Qualifications (the "RFQ") that included the award of an Agreement for Administrative Agent Services for Affordable Housing (the "Contract"); and

WHEREAS, on November 28, 2023 the Contractor submitted a Proposal for Professional Services in response to the RFQ; and

WHEREAS, Contractor included in its Proposal for Professional Services a Detailed Cost Proposal whereby the total paid by the Township will not exceed \$11,300 except for additional advisory services which shall be billed at a rate of \$130 per hour, but shall be subject to the written authorization from the Township prior to any such additional advisory services.

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 January 1, 2024 for one (1) year from the commencement date of this Contract until December 31, 2024.
2. Contractor agrees that the following legal authorities shall govern all aspect of the performance of the Contract, including: (i) the regulations promulgated by the New Jersey Council on Affordable Housing; (ii) the Uniform Housing Affordability Controls; and (iii) the terms of the Township's Settlement Agreements in the Township's affordable housing declaratory judgment action captioned, In the Matter of the Township of West Orange, County of Essex, Docket No. ESX-L-4697-15 (the "Settlement Agreements").

3. Contractor shall provide the services set forth in the Contractor's Proposal dated _____, ("Contractor's Proposal"), annexed hereto as Exhibit "A," under the fee structure set forth in section of the Contractor's Proposal captioned "Detailed Cost Proposal" including the not to exceed amount 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 RFQ, the RFQ 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 Agreement that are in violation of the regulations promulgated by the New Jersey Council on Affordable Housing, the Uniform Housing Affordability Controls, the Settlement Agreements, the RFQ or this Agreement. Township agrees that all funds due Contractor for properly providing the services described in this Agreement 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 CGP&H, LLC., 1249 South River Road, Suite 301, Cranbury, NJ 08512, 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 J. CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

CGP&H, LLC

BY: _____