

AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTANT

THIS AGREEMENT made and entered into on this 26th day of March, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **NISHUANE GROUP, LLC.**, located at 105 Grove Street, Suite 3, Montclair, County of Essex and State of New Jersey, hereinafter referred to as “CONSULTANT,” party of the second part.

WITNESSETH THAT:

WHEREAS, on or about January 19, 2024 the Township issued a Request for Proposals for an Economic Development Consultant, annexed hereto as Exhibit “**A**,” pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-4.1 *et seq.* (“RFP”); and

WHEREAS, the RFP provided a submission date of February 13, 2024 which was adjourned to February 14, 2024 due to inclement weather; and

WHEREAS, Nishuane Group, LLC submitted a detailed proposal which met all of the requirements of the RFP (“Nishuane Proposal”), annexed hereto as Exhibit “**B**,” and

WHEREAS, the Qualified Purchasing Agent and Township Attorney have reviewed the Nishuane Proposal and determined it meets the requisite provisions of the RFP; and

WHEREAS, the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide economic development consulting services;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. CONSULTANT will conform with all aspects of the RFP, annexed hereto as Exhibit “A” and incorporated by reference, including but not limited to coordinating the preparation of a 5-Year Economic Development Strategic Plan for West Orange. The strategic plan will outline the existing economic conditions of the Township and analyze the issues the Township will need to address. The tasks and responsibilities will include the following:

- Economic Development strategies and analysis;
- 5-Year Economic Development Strategic Plan;
- Economic Development Action Plan;
- Demographic/economic data research;
- Maintain database of businesses/employers;
- Business retention and expansion;
- Attracting new businesses;
- Serve as a liaison with the Mayor, Township Council, Administration, Developers and Investors;
- Provide Retail gap analysis;
- Planning Assistance and Master Plan review;
- Smart Growth / Redevelopment tools;
- On-going oversight and coordination of development projects;
- Transportation and infrastructure; and
- Collaboration with grant writers.

2. The CONSULTANT shall provide written status reports concerning the CONSULTANT’s work by the 15th day of each month which reports shall be in writing and provided to the Mayor and Township Council. Such reports shall summarize the work performed in the last calendar month and provide a timeline for additional work.

3. The TOWNSHIP hereby retains the services of CONSULTANT for the period March 1, 2024 through February 28, 2025 at the monthly flat fee of \$12,500.00 for an annual fee of \$150,000.00 as set forth in the proposal submitted, annexed hereto as Exhibit “B.”

4. CONSULTANT may not bill for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final

copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from CONSULTANT's office in Hoboken, New Jersey. Any expenses shall be incurred unless approved in advance by the Township Chief Financial Officer.

5. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

6. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth a list of the personnel who furnished services, their billing rates (as specified in paragraph 1) and the number of hours they worked on the assignment. In the event additional payment is sought by CONSULTANT for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

8. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

9. CONSULTANT agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement. CONSULTANT is not obligated to indemnify the Client for the Client's own negligence or intentional acts

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

12. This Agreement is terminable on thirty (30) days written notice.

13. This Agreement incorporates the Nishuane Proposal dated February 13, 2024 in its entirety. To the extent of any inconsistencies between the Nishuane Proposal and the RFP, the RFP controls in its entirety.

14. To the extent of any work performed for the Township, such work shall be the sole property of the Township and not released without the Township's approval in writing.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C

By:_____
SUSAN McCARTNEY, MAYOR

WITNESS:

NISHUANE GROUP, LLC

By:_____
MICHÉLE S. DELISFORT, PP/AICP