

AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into on this 9th day of July, 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**”, part of the first part, **BATTAGLIA ASSOCIATES, LLC**, located at 25 Sandlewood Drive, Warren, New Jersey 07059, hereinafter referred to as “**BATTAGLIA**”, party of the second part.

WITNESSETH THAT:

WHEREAS, on January 29, 2024, the Township issued a Request for Qualifications for Professional Services, (the “**RFQ**”) including seeking to award a Professional Services Agreement, including a Professional Services Agreement for Various Miscellaneous Professional Services, including statutory services, such as, Certified Municipal Finance Officer, Registered Municipal Clerk, Certified Tax Collector, Certified Assessor, Qualified Purchasing Agent (the “**MISCELLANEOUS SERVICES**”), annexed hereto as Exhibit “**A;**” and

WHEREAS, the RFQ set forth the requirements, terms and conditions of the **MISCELLANEOUS SERVICES** to be performed under this agreement; and

WHEREAS, on February 13, 2024, **BATTAGLIA** submitted a response to the **RFQ** (the “**SUBMISSION**”), annexed hereto as Exhibit “**B;**” and

WHEREAS, the **SUBMISSION** included and incorporated the **RFQ**; and

WHEREAS, the **SUBMISSION** set forth proposed hourly rates of: (i) \$185 per hour for Managing Director; (ii) \$125 per hour for Director; and (iii) \$90 per hour for associates; and

WHEREAS, the **MISCELLANEOUS SERVICES** shall be performed at an amount not to exceed \$45,000 per year.

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

1. **BATTAGLIA** hereby agrees to provide the services and other covenants set forth in the **SUBMISSION**, annexed hereto as Exhibit **“A.”**

2. As set forth in the **RFQ**, the term of this Agreement shall expire on December 31, 2024.

3. The **TOWNSHIP** and **BATTAGLIA** hereby agree to the rates set forth in the **SUBMISSION**, but also agree that the **MISCELLANEOUS SERVICES** shall be performed at an amount not to exceed \$45,000 per year.

4. The **TOWNSHIP** and **BATTAGLIA** hereby agree that to the extent that the **SUBMISSION** conflicts with the terms and conditions of the **RFQ**, the **RFQ** shall govern.

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
SUSAN McCARTNEY, MAYOR

BATTAGLIA ASSOCIATES, LLC

WITNESS:

By:_____