

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 44-14

RESOLUTION AWARDING A CONTRACT TO JGSC GROUP FOR RETAIL RECRUITMENT

WHEREAS, pursuant to Resolution # 17-13 the Township of Maplewood ("Township") retained JGSC Group to help in retail recruitment within the Township; and

WHEREAS, the Township Economic Development Committee is recommending a renewal of the contract with JGSC Group for retail recruitment; and

WHEREAS, JGSC Group is experienced in retail recruitment as evidenced by their representation of various municipalities including Hackettstown, Carteret, Orange, South Orange and Vineland, New Jersey; and

WHEREAS, JGSC Group has presented a proposal to the Township to perform a Retail Recruitment Program, a copy of which is annexed hereto; and

WHEREAS, the services to be provided by JGSC Group are of such a qualitative nature that the performance of the services cannot be reasonably described by written specifications; and

WHEREAS, the provisions of N.J.S.A. 40A:11-5(1)(a)(ii) allow for the award of contract without bid for extraordinary unspecifiable services; and

WHEREAS, JGSC has previously submitted a Business Disclosure Statement to the Township; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

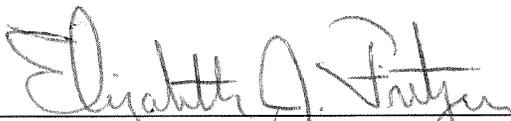
1. A contract be awarded to JGSC Group to perform a Retail

Recruitment Program at a fee of \$15,500.00, pursuant to the terms of the proposal annexed hereto.

2. The Mayor and the Township Clerk, be and are hereby authorized to execute an agreement on behalf of the Township in satisfaction of the intent of this resolution.
3. A copy of this resolution shall forthwith be published in the Maplewood South Orange News Record; and
4. A copy of this resolution and the proposal shall be kept on file in the Office of the Township Clerk and be available for public inspection.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on February 18, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 18th day of February, 2014.



ELIZABETH J. FRITZEN, R.M.C.
Township Clerk

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES FOR MAPLEWOOD TOWNSHIP, NEW JERSEY

Preamble

This is an Agreement for the provision of professional services.

1.0 The parties

1.01 Purchaser: The Township of Maplewood, NJ (hereinafter, "the Township"), with its offices at 574 Valley Street, Maplewood, New Jersey, hereby agrees to purchase services described herein and to make payment to JGSC Group, LLC pursuant to Section 4 herein;

1.02 Consultant: JGSC Group, LLC (hereinafter, "JGSC") a New Jersey limited liability company, located at 16 North Centre Street, Merchantville, New Jersey, hereby agrees to provide the services set forth in Section 2 herein to the Township.

1.03 Contractor's Independent Status: It is expressly understood and agreed that the status of JGSC Group and its employees, agents, and officers shall be that of an independent contractor retained on a contractual basis to provide services for the limited time frame set forth herein, and it is not intended, nor shall it be construed, that the contractor or any of its employees, officers and/or agents is/are (an) employee(s) or officer(s) of the Township of Maplewood for any purpose whatsoever.

2.0 Scope of services

JGSC shall provide the following retail recruitment services commencing upon the execution of this contract, and running for twelve consecutive months thereafter:

2.01 Telephone outreach program: JGSC staff shall make direct phone calls to the retail prospects on the list JGSC prepared under previous contract with the Client in order to stimulate the prospects' interest in receiving further information, touring Maplewood, and seeing pertinent vacant commercial properties, or redevelopment sites.

- a. After receiving a "culled" list from Client noting any prospects that should not be contacted, JGSC shall, within a 30-day period, call every contact person on the list (with up to 3 separate attempts to connect with each prospect) and report to Client's designee on a weekly basis with a breakdown of connections made and all feedback received.
- b. Whenever JGSC receives a positive response from any prospect, JGSC would notify Client's designee as soon as possible (within 2 business days), so that Client may follow-up with that prospect to send a data package, respond to questions, or arrange a site-visit.

2.02 Monthly consulting assistance: Provide consulting assistance in which JGSC Principal Mark Lohbauer (or in his absence, Principal Joe Getz) would be available to the Township for an average of six and one-quarter (6.25) hours per month at the rate of \$160/hour (the cost of any travel time to be billed at the rate of \$80/hour). JGSC shall bill 6.25 hours per month, but will "bank" unused paid hours in one month to the following month, and shall credit excess hours worked in one month to the invoice of the following month, such that actual hours worked in any month may be more or less than 6.25 (adjusted for the value of any travel time), so long as the time spent by the end of the year shall not exceed 75 hours. This consulting assistance shall be utilized for the purposes of:

- a. Assisting Township staff with responses to interested prospects that reply to the retail attraction outreach, or with regard to any questions that staff may have regarding the program;
- b. Advise the Township on retail-related issues that arise in the course of its pursuit of commercial redevelopment throughout the Township;
- c. Support the Township in its review of developers that partake in Township-sponsored competitive selection processes regarding redevelopment opportunities in the Township;
- d. Provide the Executive Director of the Maplewood Village and Springfield Avenue SIDs with advice on business retention practices, and respond to questions on general SID management issues; and
- e. Provide any other similar retail-related issues that the Township may require.

3.0 Timetable for delivery of services and deliverables

3.01 Commencement: JGSC shall commence work within fourteen (14) days of the execution of this Agreement by both parties.

3.02 Term: JGSC shall complete the tasks defined in the Scope of Services within twelve (12) months of the commencement of work under this Agreement.

4.0 Fees and costs; payment schedule

4.01 Fees and Costs: JGSC's fee for these services shall be Fifteen Thousand Five-Hundred Dollars (\$15,500). There are no direct costs associated with the services of this Scope of Work.

4.02 Schedule of Payment: In the first month, JGSC shall issue an invoice in the amount of Four Thousand Five-Hundred Dollars (\$4,500) representing the fee for the telephone outreach program (\$3,500), and one-month's consultation services (6.25 hrs. x \$160/hr. = \$1,000). Thereafter, JGSC shall issue eleven (11) monthly invoices in the amount of One Thousand Dollars (\$1,000) each.

4.03 Remittance: The Client shall remit payment for invoices submitted in accordance with this Agreement in a timely manner: net thirty (30) days; the first payment shall be due thirty (30) days after commencement of services by JGSC.

5.0 Dispute Resolution:

If a dispute arises out of or related to this Agreement or its breach, the parties agree first to try in good faith to settle the dispute by voluntary mediation before resorting to court action or arbitration. The parties shall equally share the fees of the mediator. The parties further agree that should any dispute arise regarding their rights or obligations under this Agreement that they are unable to resolve through mediation, then the matter shall be subject to arbitration. This clause shall not preclude either party from seeking relief in equity.

6.0 Applicable Law:

The laws of the State of New Jersey shall govern this Agreement. 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, 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, and 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 personnel 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 and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

7.0 Ownership of materials

The reports, lists, memoranda, and other documents prepared for the Township by JGSC under this Agreement shall become the property of the Township only upon payment in full of all fees and costs described Section 4 of this Agreement to JGSC by the Township. JGSC reserves the right to utilize the information, photographs, and analysis developed for these documents for its own marketing purposes including, but not limited to, the use thereof in printed materials, internet website pages, and seminar presentations.

8.0 Notices

All notices concerning this Agreement shall be in writing and sent via first-class mail to the following designated recipients for each party:

For the Township:
Victor De Luca, Mayor
Township of Maplewood
574 Valley Street
Maplewood, NJ 07040

For JGSC:
Joseph Getz, Principal
JGSC Group, LLC
PO Box 1148
Merchantville, NJ 08109

9.0 Miscellaneous terms

9.01 Amendment of Agreement: This Agreement may be amended only in writing, and signed by both parties.

9.02 Severability: If it should appear that any of the terms of this Agreement come into conflict with existing laws or regulations, then only that language which is in conflict shall be inoperative and null and void insofar as it is in conflict with such rule of law or regulation, and shall be deemed modified to conform with the rule of law or statutory regulation. The remainder of the Agreement shall remain in full force and effect.

9.03 Mutual assistance: Both parties agree to mutually assist one another in furtherance of this Agreement: JGSC shall attend such meetings with Maplewood officials as may be necessary to further the objectives of this Agreement. Similarly, the Township shall take whatever action is required in order to obtain local cooperation for this service to be provided by JGSC, including the provision of any relevant data, information, studies, or other work product in their possession that may facilitate the objectives of this Agreement.

NOW, THEREFORE, in full acceptance of these terms, and intending to be bound by them, the parties have signed and sealed this Agreement on the date indicated below:

Victor De Luca, Mayor
Township of Maplewood
574 Valley Street
Maplewood, NJ 07040



Joseph Getz, Principal
JGSC Group, LLC
PO Box 1148
Merchantville, NJ 08109

DATE: _____