

RESOLUTION

WHEREAS, the Township of West Orange is desirous of awarding a contract for the providing of recreational services and social services to the residents of the Township of West Orange, and for the period commencing January 1, 2010 and ending December 31, 2010;

WHEREAS, the Township of West Orange PTA Project Graduation is willing to provide such services;

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Two Thousand Five Hundred (2,500.00) Dollars and therefore, no public advertisements for the bids is required.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor and Township Clerk be and hereby are respectively authorized to execute and attest to a contract, in a form approved by the Township Attorney with the West Orange PTA Project Graduation for the provision of recreational services and social services to the residents of the Township of West Orange.

Karen Carnevale
Township Clerk

Honorable Sal Anderton
Council President

Dated:
Adopted:

Approved as to form on the basis of the facts provided:

Richard D. Trenk, Township Attorney

THIS AGREEMENT, made this day of July 2010
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

WEST ORANGE PTA PROJECT GRADUATION a nonprofit corporation of the State of New Jersey having its principal offices at Conforti Avenue, West Orange, New Jersey, hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided; and

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

1. For the period of January 1, 2010 to December 31, 2010 Contractor shall provide and make available to West Orange residents, services and facilities for

participation by such residents of West Orange.

2. The foregoing facilities and services shall be supervised and operated by personnel provided by Contractor, which personnel shall be solely the employees of Contractor, who is responsible to pay them.

3. Contractor shall provide, at Contractor's expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand (\$500,000.00) Dollars to One Million (\$1,000,000.00) Dollars for the areas and locations where the recreational facilities are conducted. Said insurance shall cover the interest of the Township and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. Contractor agrees to indemnify the Township and save it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies to grow

hereunder may be assigned.

6. Contractor acknowledges that it has read N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. Contractor agrees to comply with and be bound by the provisions thereof.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2010.

8. Details of the facilities and programs involved herein shall be furnished to the Director of the Department of Recreation of the Township; and, a year-end report, as to all of same, shall likewise be furnished to said Director prior to December 31, 2010.

9. All programs provided hereunder shall be under the joint overall supervision of the Director of the Department of Recreation of Township and Director or Contractor. They shall jointly supervise all of said programs, regarding which there shall be the right of modification and substitution with other programs subject to joint approval of Director of Contractor and Director of the Department of Recreation of Township. The location, dates and scheduling involved shall be subject to the joint approval of Director of Contractor and Director of Department of Recreation of Township.

10. Township shall pay to Contractor for the services to be provided hereunder for the full one-year term, the sum of Two Thousand Five Hundred (\$2,500.00) Dollars.

11. The manner of payment shall be as determined jointly by the Director of Contractor and Director of the Department of Recreation of Township. No payment hereunder shall issue unless the Director of the Department of Recreation of Township has filed with the Business Administrator of the Township, a written statement certifying that the payment should issue based upon his knowledge of performance hereunder or performance in progress hereunder.

12. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto. Accordingly, contractor agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. Contractor hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of Township pursuant to said Act and agrees to comply therewith. Contractor further agrees as follows:

A. All employees of contractor performing services hereunder shall be paid not less than the prevailing wage rate as specified.

B. Contractor shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wages paid to each employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.

C. Contractor shall post the prevailing wage rate for each employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal Office of Contractor.

D. If it is found that any employee of Contractor is paid less than the required wage rates Township may, on written notice to Contractor, terminate Contractor's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which even Contractor shall be liable to Township for all costs and damages incurred by Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contract renders services hereunder who are performing such

services as volunteers without remuneration.

F. Contractor agrees to be bound by the provisions of Schedule A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Sal Anderton
Council President

BY: ROBERT D. PARISI, MAYOR

ATTEST:

WEST ORANGE PTA PROJECT
GRADUATION

SECRETARY

BY: _____
PRESIDENT

Approved as to form:

RICHARD D. TRENK, ESQ.
TOWNSHIP ATTORNEY

"SCHEDULE A"

(I) During the performance of this contract the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 non-discrimination clause;

b. 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, creed, color, national origin, ancestry, martial status or sex;

c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasure pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer

pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The Contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conform 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.

(V) 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, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal Law and applicable federal court decisions.