

RESOLUTION

WHEREAS, the Township of West Orange seeks to award 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, 2016 and ending December 31, 2016; and

WHEREAS, the Township's Mountain Top League, is willing to provide such services, including, but not limited to organizing youth sports and athletic activities in the Township; and

WHEREAS, the aggregate of public funds to be expended for the provision of such services is Nine Thousand Five Hundred (\$9,500.00) 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 the annexed contract for the provision of recreational services and social services to the residents of the Township of West Orange.

Karen J. Carnevale, R.M.C.
Township Clerk

Victor Cirilo
Council President

Adopted: June 28, 2016

AGREEMENT

THIS AGREEMENT, made this 28th day of June 2016, 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

MOUNTAIN TOP LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at 12 Old Indian Road, West Orange, New Jersey, hereinafter referred to as "MTL."

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, 2016 to December 31, 2016 Contractor shall provide and make available to West Orange residents, services and facilities for participation by such residents of West Orange.

2. The referenced facilities and services shall be supervised and operated by personnel provided by MTL, whose personnel shall be solely the employees and volunteers of MTL who is responsible to pay them, where appropriate, at the sole discretion of MTL.

3. MTL shall provide, at MTL'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 name the Township as an insured 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. MTL agrees to indemnify the Township and hold 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 granted hereunder may be assigned.

6. MTL 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. MTL agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2016.

8. Township shall pay to MTL, for the services to be provided hereunder for the full one-year term, the sum of Nine Thousand Five Hundred (\$9,500.00) Dollars.

9. The manner of payment shall be as determined jointly by the President of MTL and Director of the Department of Recreation of Township.

10. The parties hereto agree that the provisions of the "New Jersey Prevailing Wage Act" shall apply hereto the extent held applicable to a volunteer organization. Accordingly, MTL 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.

MTL hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to said Act, and agrees to comply therewith to the extent held applicable to volunteer organizations. MTL further agrees as follows:

- A. All covered employees of MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. MTL shall maintain accurate records, showing name, kind of work performed and actual hourly rate of wage paid to each covered 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. MTL shall post the prevailing wage rate for each covered 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 Offices of MTL.
- D. If it is found that any covered employee of MTL is paid less than the required wage rates Township may, on written notice to MTL terminate MTL'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 event MTL shall be liable to the Township for costs and damages incurred by the Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by Contractor to render services hereunder who are performing such services as volunteers without remuneration.

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

11. MTL agrees to submit an Annual Summary Report to Township, consistent with the form provided in the Participant Manual, no later than December 31, 2016.

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

Karen J. Carnevale, R.M.C.
Municipal Clerk

BY: _____
Robert D. Parisi, Mayor

ATTEST:

MOUNTAIN TOP LEAGUE

SECRETARY

BY: _____
Name: _____
PRESIDENT

748075_1

148-16

"SCHEDULE A"

(I) During the performance of this agreement MTL agrees as follows:

- a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. MTL 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. MTL will, in all solicitations or advertisements for employees placed by or on behalf of the MTL, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;

c. MTL 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. MTL agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) MTL 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) MTL 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) MTL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as

established by applicable federal law and applicable federal court decisions.

(V) MTL 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.