

Joseph N. DiVincenzo, Jr.
Essex County Executive



Anibal Ramos, Jr.
Department Director

OFFICE OF THE DEPARTMENT DIRECTOR
DEPARTMENT OF CITIZEN SERVICES

50 South Clinton Street, 5th Floor, Suite 5400, East Orange 07018
Telephone # (973) 395-8400 / Fax # (973) 395-8493

May 10, 2018

Honorable Robert D. Parisi, Mayor
Township of West Orange
66 West Main Street
West Orange, New Jersey 07052

Dear Mayor Parisi:

Please find enclosed documents for the proposed renewal of the West Orange Jr. Police Academy Delinquency Program. It is requested that four original copies be returned, and that each have original signatures on each document requiring a signature.

The proposed contract period is for January 1, 2018 through December 31, 2018. The contract total of \$18,563., is requested to be budgeted accordingly on the attached budget documents consistent with the prior years budget. These funds are provided through the State/Community Partnership Program.

Upon approval of the contract by the governing body of the Township of West Orange, please return the approved documents to Mr. Lee Fisher, for further administrative processing and consideration for approval by the County of Essex.

Should you have any questions, please contact Mr. Fisher by calling (973) 530-9580 or (973) 395-8161. Thank you.

Sincerely,

Anibal Ramos, Jr., Director
Essex County Department of Citizen Services

AR:LF:wh:mc

DEPARTMENT OF CITIZEN SERVICES
YOUTH SERVICES COMMISSION

State/Community Partnership Program

GRANTEE **THE TOWNSHIP OF WEST ORANGE**

SERVICES **"West Orange Jr. Police Academy- Delinquency Prevention Program"**

Department of Citizen Services
Office of the Director
50 South Clinton Street / 5th
East Orange, New Jersey 07018

CONTRACT NUMBER

COUNTY OF ESSEX
Department of Citizen Services
Youth Services Commission

AGREEMENT made by and between County of Essex, hereinafter referred to as the "County", and

Township of West Orange (hereinafter referred to as the "Grantee")

WHEREAS, in response to the County's Request for Proposal ("RFP"), Grantee has submitted a proposal for performance of certain juvenile services; and

WHEREAS, the parties propose to enter into an agreement in accordance with said RFP, the Grantees proposal, and the terms and conditions contained in this document.

NOW, THEREFORE, IT IS AGREED THAT:

ARTICLE 1

Grantee shall provide services in accordance with the Request For Proposal and its Proposal which are incorporated herein and attached hereto as Attachments "A" and "B" respectively and hereinafter referred to as "Contract Services".

ARTICLE 2

TERM OF AGREEMENT: This agreement shall be in effect commencing on or about the 1st day of January, 2018 and shall terminate on the 31st day of December, 2018 at 12:00 midnight. This agreement shall not be altered, extended or terminated, except for breach or as elsewhere provided herein.

ARTICLE 3

SCOPE OF SERVICES: Under the provisions of this agreement, the Grantee shall:

- A. Provide Contract Services in accordance with generally accepted standards of professional integrity and quality.
- B. Implement this agreement and execute all activities in accordance with the conditions and terms, agreed upon in this contract, the responsibilities cited in all attachments to this agreement, and without regard to race, creed, color, national origin, religion or handicap.
- C. Perform all services in a satisfactory and proper manner as determined by the County and as specified in this agreement and all attachments.
- D. Not impose additional fees or charges of any kind upon recipients of contract services unless agreed upon by the County.

ARTICLE 4

CHANGES IN SCOPE OF SERVICES

The County may mandate changes in the scope of the services which are necessary for the implementation of any programmatic policy and procedure established by the Essex County Youth Services Commission through the Department of Citizen Services.

ARTICLE 5

COMPENSATION

The agreed to compensation for the Contract for Services is \$18,563.00. Notwithstanding the above, in the event this contract is terminated pursuant to Article 24 compensation will be prorated.

ARTICLE 6

GOVERNING LAW

This agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey.

ARTICLE 7

SERVICE (COUNTY)

The County is obligated to:

- a. Monitor
- b. Evaluate
- c. Pay for contract services
- d. Provide technical assistance either upon request and when it is deemed necessary in the judgment of the County.

ARTICLE 8

REPORTS AND SUBMISSION REQUIREMENTS

Programmatic, fiscal and level of service reports, in form and substance satisfactory to the County, must be submitted to the County no later than the 7th working day of each month. The Grantee shall furnish the County with any further documents, reports or information considered necessary by the County with regard to this contract or as may be required from time to time. Submission of these documents should be timely or request for an extension should be sought from the County.

Programs will be evaluated quarterly. Should a pattern of under utilization be evident, the Youth Services Commission would have the ability to cancel or modify the contract in order to reallocate unspent dollars. Additionally, we propose that all such programs be evaluated for success quarterly, based on reports to be submitted by the provider. Should a pattern of under utilization be evident, the Youth Services Commission will have the ability to reallocate unspent dollars. The parties recognize that such under utilization may not be the fault of either the County or the Grantee.

ARTICLE 9

COMPLIANCE

The Grantee agrees in the performance of the Partnership Grant Program to comply with all applicable federal, State and local laws, rules and regulations, including but not limited to State and local laws relating to safe guarding of client information, the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127 of the State of New Jersey and associated executive orders pertaining to affirmative action and the nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and requirements thereunder; the Americans with Disabilities Act. Failure to comply with the laws, rules and regulations referenced above shall be grounds to terminate the county's participation in the Partnership Grant Program. The Grantee shall carry out its activities under this agreement in compliance with all state and local laws relating to licensure.

Further, the Grantee shall provide documentation for the following:

- a. Liability coverage
- b. Non-profit status (501C-3), if applicable

ARTICLE 10

ASSIGNABILITY

The Grantee shall not subcontract any of the work or services covered by this agreement except as referenced in the attached Proposal (see Attachment B), nor shall any interest in this agreement be assigned or transferred except as may be provided within the terms of this agreement or with the express written approval of the County. Any approved assignment or subcontract shall become part of this contract and subject to all provisions contained herein.

ARTICLE 11

FINANCIAL MANAGEMENT SYSTEM

The Grantee represents that it has and will maintain its own financial management and accounting systems which shall be certifiable by an independent auditor as one which has appropriate internal controls for safeguarding assets, reliability of accounting data, and will promote operating efficiency.

The Grantee's financial management system shall provide, at least but not limited to the following:

- a. Effective internal and accounting controls over all funds resulting from this agreement.

- b. Records adequately describing receipt of funds granted by the County and used in the execution of this contract.
- c. Accounting records supported by source documentation.

ARTICLE 12

ANNUAL AUDIT AND UNEXPENDED FUNDS

The Grantee must provide for an independent annual audit based on the term of the contract to be conducted by a certified public accountant, the result of which must be submitted to the County 90 days after the expiration or termination of this contract. Further, the results of any independent or internal audit conducted by the Grantee shall be submitted to the County within 30 days of its completion. In addition, this contract is subject to periodic fiscal and programmatic audits by the County of Essex or its designee. The Grantee further covenants and agrees that it shall make its records available to the County.

In the event of unexpended funds or as a result of suspension or termination of this agreement, said funds will be returned to the County within 30 days of the final audit.

ARTICLE 13

INSURANCE

At all times during this Agreement, Grantee shall maintain comprehensive general liability Insurance, covering Grantee, all of its employees, officers and agents. Said coverage shall meet all statutory requirements, and additionally, provide the minimum coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. The County shall be identified as an additional named insured in any such policy. The Grantee shall provide the County with a Certificate of insurance as evidence of said policy upon execution of this agreement.

ARTICLE 14

INDEMNIFICATION

The Grantee shall be solely responsible for and shall keep, save and hold the County, its agents and employees, including, but not limited to, the Youth Services Commission, harmless from all claims, loss, liability, damage or expense including but not limited to: Mental and Physical injuries or disabilities (including death) to employees, volunteers, subcontractees as well as recipients of the service or damage to property or persons sustained in connection with the delivery of contract services to the contracts, which results from any acts or omissions of the Grantee, or its employees or agents.

ARTICLE 15

MONITORING

The County shall monitor contract services, books and records (including, but not limited to programmatic, fiscal, personnel, client eligibility and supporting documents) and facilities maintained by the Grantee in connection with this contract during the term of this agreement. Monitoring shall be conducted on a regular basis and 7 days notification will be given. Site visits will be conducted on a regular basis. The County, at the direction of the Director of Citizen Services, reserves the right to examine the Grantee's records without prior notice.

Monitoring evaluation shall include, but not be limited to the following review of:

- o Appropriate assessment of client problem
- o Appropriate treatment plan for identified assessment
- o Appropriate intervention strategies for identified problems
- o Appropriate referral follow-up for identified problems

ARTICLE 16

EVALUATION

The County shall be entitled to evaluate or arrange for the evaluation of contract services. Such evaluation shall assess the quality, value and effectiveness of contract services as well as the Grantee's progress and/or success in achieving the performance levels identified in Article 3 of this contract. If the evaluation is negative in part or its entirety the Grantee has 30 days to comply with the recommendations delineated in the evaluation. Failure to do so may result in contract termination as outlined in Article 24 of this contract.

Should the Grantee engage in any internal evaluation relating to this contract, all findings shall be communicated in writing to the County. At the request of Grantee, evaluation reports may be made available.

Furthermore, a review of the Program will be conducted on or about 6 months from the program start date. Subject to this evaluation, the County reserves the right to a no fault withdrawal and reallocation the Grant funding (See Article 8).

ARTICLE 17

PERSONNEL

The personnel delivering contract services shall be employees of the Grantee.

ARTICLE 18

AFFIRMATIVE ACTION

The parties to the Agreement agree that incorporated herein is the mandatory affirmative action language of P.L. 1975,C.127 (N.J.A.C. 17:21) specified in attachment **Exhibit A**.

ARTICLE 19

NON-DISCRIMINATION

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this agreement and are binding upon them.

ARTICLE 20

RECORD RETENTION

Unless advised in writing of a longer time requirement by the County, the Grantee shall retain all, materials pertaining to this contract for five (5) years after termination, or if resolution of any audit, litigation, negotiation or other action has not occurred within five (5) years until after such resolution. The material retained shall include but shall not be limited to programmatic, fiscal, personnel, and client eligibility records, and supporting documents.

If at any time, before or after termination, the Grantee should dissolve as an incorporated body or should cease operations by other means, the Grantee shall consult with the County concerning the disposition of all records and other materials pertaining to this contract and shall comply with instructions given by the County.

ARTICLE 21

COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the County shall have the right to annul this contract without liability, or at its discretion to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 22

CONFIDENTIALITY AND PRIVILEGE

In the delivery of services specified in this agreement, inspections, evaluations, and audits made in connection with this contract shall be conducted in, compliance with all applicable federal and state laws and regulations and concerning confidentiality and privilege and according to all generally accepted standards in such regard.

The Grantee shall treat all personnel records, and business records, including but not limited to case records, of applicants for and recipients of contract services, in accordance with all applicable federal and state statutes governing access to and confidentiality of records. With two exceptions, specified in (A) and (B) below, the

Grantee shall not release or disclose such records, or any portion of them, except to authorized agents and personnel of the County. Exceptions to the foregoing shall be (A) when such release or disclosure is court ordered, and (B) unless otherwise limited or precluded by law, when the applicant or recipient (or, if appropriate, his or her parent or guardian) gives prior written approval, either general or explicit as to the information to be released or disclosed and the person and/or agency to receive the information.

ARTICLE 23

AMENDMENTS AND MODIFICATIONS

Amendments and modifications to contract programmatic and fiscal provisions contained in this agreement shall be in accordance with policies and procedures issued by the County and shall require the approval of the Board of Chosen Freeholders. Any changes in federal, state, county or municipal laws or regulations pertaining to and in effect during the terms of this contract, may necessitate amendments to this agreement. Such amendments shall be made at the discretion of the County when necessary in its judgment and shall be communicated in writing to the Grantee.

ARTICLE 24

TERMINATION OR SUSPENSION OF CONTRACT

The County reserves the right to reallocate the funds if the Grantee fails to begin operations within 30 days of a notice to proceed from the County.

This contract may be terminated or suspended by mutual agreement of the parties. In addition, the County may terminate or suspend this contract upon written notice of at least 30 days for good cause, including but not limited to the following reasons:

- A. If the Grantee fails to provide acceptable levels of services in the judgment of County and as outlined in this agreement, the County may give 30 days notice after which time, if conditions have not significantly changed, termination or suspension may be effected without further notice.
- B. Failure on the part of Grantee to comply with the terms or conditions agreed upon in this contract.

In the event of termination a final audit will be conducted by any independent auditor and all programmatic and fiscal records as well as any unexpended funds must be submitted to the County no later than 60 days or less after the contract terminates, but no later than 30 days after final audit, pursuant to Article 12. Compensation will be pro-rated. In the event of termination the Grantee is required to assist in the transition period.

ARTICLE 25

CONTRACT CLOSEOUT

The contract shall be terminated on the 31st day of December, 2018. The Grantees will be given 45 days notice as to any contract closeout procedures.

ARTICLE 26

The Grantee hereby does affirm that all State and County requirements mandated in Attachment A have been met and form binding conditions of this agreement.

All affirmations and declarations contained in Attachment B are hereby incorporated as binding conditions of this agreement.

To the extent, if any, that there is a conflict between the provisions in Attachments A and B and those in this agreement, the construction of those provisions which grant the County the broadest rights and provide it with the most protection shall control and govern the relationship between the parties.