

THIS AGREEMENT, made this 24th day of February, 2026, by and between: the 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 the "Township;" and WEST ORANGE ELITE BASKETBALL CLUB, a nonprofit corporation of the state of New Jersey having its principal offices at 634 Eagle Rock Avenue #411, West Orange, New Jersey, hereinafter referred to as the "EBC,"

WITNESSETH:

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, the EBC is a nonprofit corporation of the State of New Jersey; and

WHEREAS, a local government entity may enter into an agreement with a tax-exempt nonprofit organization to acquire and hold on behalf of the local government unit, real property, or any interest therein, for recreation purposes;

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

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 , 2026 to December 31, 2026, the EBC shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.
2. The referenced facilities and services shall be supervised and operated by personnel provided by EBC, whose personnel shall be solely the employees and volunteers of EBC, who is responsible to pay them, where appropriate, at the sole discretion of the EBC
3. The EBC shall require all volunteer coaches, managers, and/or officials to undergo training which meets the "Minimum Standards for Volunteer Coaches Safety Orientation and Training Skills Programs" pursuant to N.J.A.C. 5:52, which provides partial immunity protection to volunteer coaches under 2A:62A-6 et. seq.
4. The EBC shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00). 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 of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

5. The EBC agrees to indemnify the Township and hold it harmless, including the Township's employees, agents and servants, from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs, and expenses, (including without limitations reasonable attorney's fees, investigation expenses, court costs, interest and penalties) which may arise or be claimed against the Township, its agents, servants or employees in connection with any part of this Agreement, including, but not limited to the use of facilities and services provided by the EBC, and their employees, volunteer coaches, managers, and/or officials.

6. Neither this Agreement nor the monies granted hereunder may be assigned.

7. The EBC acknowledges that it has read and reviewed 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. The EBC agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

8. It is understood that this Agreement shall be deemed effective as of January 1, 2026.

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

10. The manner of payment shall be as determined jointly by the President of the EBC and Director of the Township's Department of Recreation.

11. 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, the EBC 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. The EBC hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The EBC further agrees as follows:

- A. All covered employees of the EBC performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The EBC shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) 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. The EBC 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 the EBC.
- D. If it is found that any covered employee of the EBC is paid less than the required wage rates Township may on written notice to the EBC terminate the EBC'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 the EBC 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 the EBC to render services hereunder who are performing such services as volunteers without remuneration.
- F. The EBC agrees to be bound by the provisions of "SCHEDULE A."

12. The EBC agrees to submit an Annual Summary Report to the Township, consistent with the form provided in the Participant Manual, no later than December 31, 2026.

13. This Agreement constitutes the entire agreement between the Township and the EBC, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations, whether oral or written, relating to its subject matter. No amendment shall be effective unless in writing and signed by both parties.

14. If any part of this Agreement between the Township and the EBC shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Agreement.

15. The Township's failure to enforce any provision of this Agreement shall not be deemed a waiver. No waiver shall be enforceable unless it is done in writing signed by both parties, and ratified by the Township.

16. This Agreement shall be by and construed in accordance with the laws of the State of New Jersey. Any litigation filed with respect to this Agreement must be filed in the Superior Court of the State of New Jersey, Essex County Vicinage.

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
MUNICIPAL CLERK

SUSAN MCCARTNEY
MAYOR

ATTEST:

WO ELITE BASKETBALL CLUB

BY:

BY:

SCHEDULE A

(I) During the performance of this Agreement the EBC agrees as follows:

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

c. The EBC 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 advertising the labor union or worker's representative of the EBC's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

d. The EBC agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(II) The EBC 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 Department of Labor and Workforce Development 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 Department of Labor and Workforce Development pursuant to POLO 1975, c. 127, as amended and supplemented from time to time.

(III) The EBC 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 discriminatory practices.

(IV) The EBC 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) The EBC 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 conforms 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.