

AGREEMENT

THIS AGREEMENT, made this day of 2014, 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 hockey services 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, 2014 to December 31, 2014 Contractor shall provide and make available to West Orange residents, recreational hockey services for participation by such residents of West Orange.

2. The referenced 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, 2014.

8. Township shall pay to MTL, for the services to be provided hereunder for the full one-year term, the sum of Ten Thousand (\$10,000.00) 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 with out remuneration.

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

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

MOUNTAIN TOP LEAGUE

SECRETARY

BY: _____
PRESIDENT

