

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
GLOUCESTER COUNTY YMCA**

THIS CONTRACT is made effective the 24 day of April, 2023, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **GLOUCESTER COUNTY YMCA**, with offices at 235 E. Red Bank, Woodbury, New Jersey 08096, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there is a need to provide funding for a free after school mentorship program for teens to have the opportunity to learn boxing fundamentals, interact with mentors, and enjoy a safe space to be after school; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of this Contract is from April 1, 2023 to December 31, 2023.
2. **COMPENSATION.** The County agrees to compensate the Contractor in an amount not to exceed \$10,000.00, pursuant to Contractor's proposal, attached hereto as Attachment A.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Attachment A, which is incorporated in its entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity 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 nondiscrimination clause.

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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County,

except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is

prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

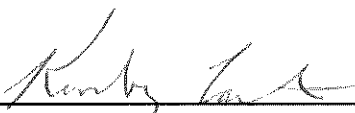
23. **CONTRACT PARTS.** This contract shall consist of this document and the Contractor's proposal, attached hereto as Attachment A. If there is a conflict between this Contract or the Attachment A documents, then this Contract shall control.

IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

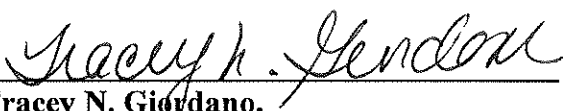
THIS CONTRACT is dated this 24 day of April, 2023.

ATTEST:

COUNTY OF GLOUCESTER



Kimberly Larter,
Qualified Purchasing Agent




Tracey N. Giordano,
Treasurer/CFO

ATTEST:

GLOUCESTER COUNTY YMCA






Name: Cameron Barker
Title: Executive Director

ATTACHMENT A

COUNTY OF GLOUCESTER 2023

YOUTH SERVICES COMMISSION, DIVISION OF HUMAN & SPECIAL SERVICES

Service Category Applying For	Prevention Programming		
Incorporate Name of Applicant	.Gloucester County YMCA		
Type:	<input type="checkbox"/> Public School	<input type="checkbox"/> Local government	<input checked="" type="checkbox"/> Non-Profit
Federal I.D. Number:	21-0635054		
Address of Applicant:	235 E Red Bank Ave.		
	Woodbury, NJ 08096		
Address of Service(s):	Same as above		
Contact Person and Phone #:	Cameron Baker 856-845-0720		
Total Dollar Amount Requested:	10,000		
Total Number of Unduplicated	TBD		
Email address of contact person (required): cameron@ycamp.org			
Brief Description of Proposed Services: programming for teens afterschool. Including mentorship and introductory boxing instruction.			
Authorized Voucher Signature: Name/Title	Cameron Baker – Executive Director		
Signature:			

PROGRAM DESCRIPTION –NARRATIVE SECTION

Please complete the Program Description Section by answering each of the elements listed. There is a "table" under each section. Add additional sheets as needed. Be sure to keep the number of the elements in the sequence outlined below as the score sheet is organized by this information.

I PROJECT/PROGRAM DESCRIPTION:

A.) Agency Overview

1. Briefly describe the philosophy/mission of the agency.

Founded in 1906, YMCA of the Pines is an interfaith, charitable association dedicated to helping children, teens, and families explore, grow, thrive and ultimately become the best version of themselves.

B) Specific Project/Program

Describe the service component for requested funds.

The Gloucester County YMCA will be providing a FREE after school mentorship program for teens. The teens will have the opportunity to learn boxing fundamentals, interact with mentors, and enjoy a safe space to be after school.

C) Rationale/Mission of Project/Program

Describe the need that is being addressed, the methods/ modalities to implement the program design and how it meets the need(s) of youth in Gloucester County.

The City of Woodbury has seen a large uptick in the number of youth committing crimes. In particular in the hours of 3-6pm. We believe that by providing kids role models and a safe place to come after school we can help reduce the youth crime rate in the city of Woodbury.

D) Goals, Objectives, and Program Evaluation

Using the Attachment C Program Profile form, outline the purpose of the project/program design and identify quantifiable goals, objectives, and outcomes and evaluation methods.

1. What are the goals and outcomes of this program and how will they be measured?

The goal of this program is to work collaboratively with the City of Woodbury and local non-profits to provide youth a safe place after school. To measure the success of this we will monitor attendance in the program, setting bench marks each year. We will also monitor city crime rates among juveniles and work to see a decrease in Woodbury.

F. JUSTIFICATION

1. Why is this program important to the community?

This program is important because kids today do not have places to go afterschool. Without consistent adult role models in their lives kids are idle. This program will provide kids with a consistent role models, as well as a physical outlet to build healthier spirit mind and body.

II. PROJECT/PROGRAM ADMINISTRATION / STAFFING

A) Detail the supervision lines of this project/program in relationship to overall agency operation.

This program will be staffed with certified mentors and coaches. All staff will be YMCA Leader certified. This is a certification that teaches them listen first strategies, and provides them with the tools to be positive role models. They will also be USA Boxing certified in basic boxing instruction. This will help us teach the kids the sport of boxing in a safe manner. All mentors/coaches will be supervised by YMCA Program Director

B) Provide job descriptions of staff indicating their qualifications.

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C) Is your staff required to undergo a criminal background check prior to employment?

Yes

III. PROJECT DURATION:

A) Identify program funding period.

4/1/23-12/31/23

IV. TARGET POPULATION/ELIGIBILITY:

A) Describe who will be served (including age, gender, etc.) Discuss limitations (if any) of program to accept referrals-is this a "no eject, no reject" program?

Serving youth grades 7-12 in Gloucester County. Co-ed.

B) List eligibility criteria.

Must be in grades 7-12 in a Gloucester County school district

C) Describe geographic service area for this project/program.

Gloucester County, NJ

V. ADMISSION CRITERIA:

A) Describe referral/enrollment process and include client's initial financial obligation, if any (e.g. deposit needed for evaluation, then returned at time of appointment).

No financial obligation from participants. Must have an adult sign facility liability waiver and youth will sign code of conduct.

B) Attach reports/forms/documents needed for referral/admission - if an evaluation instrument is used as part of the intake process, please specify, and include rationale for its use. (e.g. industry standard, best practice, etc.)

Will send facility agreement as attachment

VI. HOURS OF SERVICE/PROGRAM ACCESSIBILITY:

A) Specify location of program and hours of service provision.

Location: Gloucester County YMCA

Hours: Mon-Fri 3:00-5:00pm

B) Describe how applicant would accommodate persons with disabilities.

We provide disabilities training to all staff, and work to make all spaces accessible and accommodating.

C) List program service days/holiday schedule on attached Calendar of Service Days chart.

Operates during the school year: Monday-Friday

Closed: Christmas and Easter

VII. LEVEL OF SERVICE:

A) What is the definition of Unit of Service?

A unit of service will be defined as each month our program remains active.

B) Indicate the number of unduplicated juveniles/families to be served.

Goal 50+ annually

C) Specify the Unit of Service Cost.

The cost to operate monthly is \$2,100/month operating 9 months a year.

VIII. DATA COLLECTION

A) Describe client record keeping system to provide backup documentation for billing and service justification.

We will provide mentor time sheets, we will also provide attendance trackers for the kids in attendance.

B) Specify staff responsible for the plan.

Staff responsible - Cameron Baker, Renae Blaszyk

**GLOUCESTER COUNTY * YOUTH SERVICES COMMISSION
DEPARTMENT OF HUMAN SERVICES
CALENDAR OF SERVICE DAYS**

Site Location:

Service Time:

SUNDAY _____ MONDAY 3:00-5:00pm TUESDAY 3:00-5:00pm

WEDNESDAY 3:00-5:00pm THURSDAY 3:00-5:00pm FRIDAY 3:00-5:00pm

SATURDAY _____

Emergency Provisions:

Holiday Schedule -

Occasion

Dates

Attach Resumes for Staff

Gloucester County Youth Services Commission

I. BUDGET EXPENSE SUMMARY

AGENCY NAME: YMCA of the Pines – Gloucester County YMCA **TIME-FRAME** 4/1/23-12/31/23

BUDGET CATEGORY	STATE / COMMUNITY
	PARTNERSHIP GRANT (SCPG)
PERSONNEL	
A. Salary	Mentor Salary - \$10,000
B. Materials / Supplies	
C. Other/Consulting	
D. GEN. & ADM. (G&A) Cost Allocation	
E. Total Operating Costs	\$10,000
F. Funding Request	\$10,000

II. BUDGET JUSTIFICATION

(Explain Categories A through D)

A) Personnel

Mentors - \$20/hr for 2 staff during program operating hours (Program will run 2 hours 5 days a week from April 1-Dec 31, not including the summer break and holidays).

VIII. ADDITIONAL BUDGET QUESTIONS

- Describe the agency's ability to manage the fiscal aspects of the program/project and ensure YSC Administrator receives proper backup/supporting documentation for all reimbursement request.

The YMCA as a 501c3 organization with sound financial and payroll policies in place. We are annually audited and practice transparent accounting policies.