

AGREEMENT

THIS AGREEMENT, made this 22nd day of November, 2022, 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 PLEASANT VALLEY PRODUCTIONS, INC., a nonprofit corporation of the State of New Jersey having its principal offices at 95 Warren Road, West Orange, New Jersey, hereinafter referred to as the “PVP.”

W I T N E S S E T H:

WHEREAS, the Township desires to provide funding for recreational services, social services, and activities, including cultural and artistic programing and entertainment to the residents of the Township of West Orange; and

WHEREAS, pursuant to a License Agreement between the Township and PVP, PVP utilized the Township’s facilities at the Oskar Schindler Performing Arts Center on Boland Drive; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing funding 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, 2022 to December 31, 2022, the PVP shall provide and make available to West Orange residents, programming consistent with the terms of the License Agreement between the Township and PVP.

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

3. The PVP 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.

4. The PVP 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. The PVP 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 PVP 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, 2022.

8. Township shall pay to the PVP, for the services to be provided hereunder for the full one-year term, the sum of **Twenty Thousand Dollars (\$20,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the PVP and Business Administrator for the 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, the PVP 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 PVP 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 PVP further agrees as follows:

- A. All covered employees of the PVP performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The PVP 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 PVP 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 PVP.
- D. If it is found that any covered employee of the PVP is paid less than the required wage rates Township may, on written notice to the PVP terminate the PVP'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 PVP 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 PVP to render services hereunder who are performing such services as volunteers without remuneration.

F. The PVP agrees to be bound by the provisions of “**SCHEDULE A**” attached hereto and made of part hereof.

11. The PVP agrees to submit an Annual Report to the Township, consistent with the requirements as set forth in the License Agreement, no later than December 31, 2022.

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:

PLEASANT VALLEY
PRODUCTIONS, INC.

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

- (I) During the performance of this agreement the PVP agrees as follows:
- a. The PVP will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The PVP 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 PVP 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 PVP will, in all solicitations or advertisements for employees placed by or on behalf of the PVP, 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 PVP 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 PVP's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The PVP 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 PVP 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 P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The PVP 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) The PVP 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 PVP 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.