

RESOLUTION OF THE TOWNSHIP OF WASHINGTON

Morris County, New Jersey

No. R-31-14

Date of Adoption: January 20, 2014

Title or Subject: **AWARD CONTRACT – WASHINGTON TOWNSHIP RECREATION – SMARTYCAT KIDS, LLC – SUMMER/FALL SCIENCE CAMPS**

WHEREAS, quotes were solicited and proposals were received for providing camps on Township owned parks and facilities; and

WHEREAS, Recreation Program Specialist Darlene Hatcher has recommended that a contract be awarded to Smartycat Kids, LLC in consideration of the Township retaining twenty-five (25%) percent of the total fees collected, as follows:

Smartycat Kids, LLC

PO Box 2270, Edison, NJ 08818

Tech-gineering Summer Program

August 4 – 8, 2014

Groovy Girls Summer Program

August 4 – 8, 2014

Young Junior Scientists After School Program

October 1-29, 2014

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Washington, Morris County, New Jersey that the Mayor and the Clerk are authorized to execute a contract with Smartycat Kids, LLC to provide camps on Township owned parks and facilities in consideration of the retainage by the Township of 25% of the total collected fees.

ATTEST:

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WASHINGTON

Nina DiGregorio, Township Clerk

Kenneth W. Short, Mayor

I, Nina DiGregorio, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee held on January 20, 2014.

Nina DiGregorio, Township Clerk

Date

**WASHINGTON TOWNSHIP PARKS & RECREATION
MULTI CAMPS CONTRACT**

THIS AGREEMENT, made this 20th day of January, 2014, by and between:

THE TOWNSHIP OF WASHINGTON,

a municipal corporation of the State of New Jersey, with offices at the Municipal Building, 43 Schooley's Mountain Road, Long Valley, NJ 07853-0216

(Hereinafter, "Township")

and:

SMARTYCAT KIDS, LLC

PO Box 2270, Edison, NJ 08818

(Hereinafter, "Organization")

WITNESSETH:

WHEREAS, the Township desires to provide camps at Township facilities for youth; and

WHEREAS, the Township desires to retain Smartycat Kids, LLC to provide camps at Township facilities for youth; and

WHEREAS, such a program will promote the health, safety, morals and general welfare of the community; and

WHEREAS, the Township and the Organization wish to enter into a written agreement concerning the rights and obligations of the parties.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties agree as follows:

1. Organization shall provide the program ("Program") set forth in their proposal, attached hereto as Schedule A, at the times and dates specified, at the locations specified and for the fee per participant specified. The Proposal, the Request for Quotations and all other documents submitted by Organization shall comprise the Contract documents.

2. The Township shall be responsible for the registration of all participants in the Program and shall retain 25% percent of the total fees collected from all participants in the Program as the Township fee, with the remainder of the fees paid to Organization as follows: Thirty percent (30%) prior to the commencement of the Program and Seventy (70%) at the conclusion of the Program.

3. The Township shall assist the Organization with advertising for the Program.

4. The Organization shall utilize only the areas of the park or facility designated by the Township of Washington for Program activities which areas the Township agrees to make available to Organization for the duration of the Program.

5. The Organization agrees as follows:

(a) That the Township Committee of the Township of Washington shall have the right to terminate this agreement, upon recommendation of the Public Works Department, the Recreation Department or the Police Department, for improper or disruptive behavior, breach of any covenants or conditions of this agreement, breach of duly promulgated rules and regulations or unforeseen and compelling public need;

(b) That it will procure and furnish to the Township Clerk, within 10 days of the execution of this Contract, a certificate evidencing public liability insurance with limits and coverage in amounts not less than \$1,000,000/\$2,000,000 which names the Township as an additional insured and specifies Township parks and facilities as a location for the Program; and that it will keep such coverage in full force and effect during the term of this agreement;

(c) That it hereby releases the Township from any liability for damage or injury to persons or property of the Organization or its guests or any other persons, including proximately related third parties, arising out of or caused by the use of Township parks and facilities by the Organization, and the Organization shall hold the Township harmless from and indemnify it against any liability or claims so arising, unless the said liability, claim, loss or damage is caused by or arises out of the sole negligence of the Township or its employees or agents;

(d) That all activities shall be conducted in such a fashion as not to materially hamper, delay or interfere with the use of Township parks and facilities by the general public;

(e) That it will be responsible for the cleanup of all litter and debris generated as a result of the use of the park by Organization and that it will either supply, at its own expense, a dumpster and make private arrangements with a waste hauler for the removal of trash or, at the end of Program activities each day, bag and remove all garbage and trash;

(f) That it will, if required by the Township, be responsible for the expense of cleaning of rest rooms used by the Organization so as to maintain a safe and sanitary condition at all times;

(g) That it will cooperate with and implement all reasonable requests of the Township;

(h) That it will provide suitable equipment and supplies for all Program activities including tee-shirts, caps etc.;

(i) That it will provide sufficient qualified staff to ensure a 10:1 participant to counselor ratio;

(j) That it will provide a structured camp curriculum for all Program(s);

(k) That it will provide the advertising and promotional material for the Program;

(l) That prior to the commencement of the Program, it will provide a letter of recommendation of approval from the State Police Bureau of Investigation / Volunteer Review Operations or other acceptable background checks for each employee and volunteer of Organization who will be involved in the Program;

(m) That prior to the commencement of the Program, it will provide a complete list of all staff, including trainers, coaches and counselors together with their credentials (education, experience, training etc.);

(n) That prior to the commencement of the Program, it will provide a database of all participants in the Program to the Township.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

**TOWNSHIP OF WASHINGTON
COUNTY OF MORRIS
STATE OF NEW JERSEY**

Nina DiGregorio, Township Clerk

By: Kenneth W. Short, Mayor

ATTEST:

SMARTYCAT KIDS, LLC

By: Michelle Oppelt

WASHINGTON TOWNSHIP
MUNICIPAL OFFICES
MORRIS COUNTY
LONG VALLEY, NJ 07853

January 23, 2014

Ms. Michelle Oppelt
Smartycat Kids, LLC
PO Box 2270
Edison, New Jersey 08818

Re: Smartycat Kids, LLC – Award Contract Resolution #R-31-14

Dear Ms. Oppelt:

At a meeting held on January 20, 2014, the Washington Township Committee adopted Resolution #R-31-14, awarding a contract to Smartycat Kids, LLC to provide camps, at Washington Township owned parks and facilities. A copy of the resolution is attached.

Please sign the enclosed (3) contracts and return two to me at your earliest convenience. If you have any questions, please feel free to contact me. Thank you for your attention to this matter.

Sincerely,

Nina DiGregorio
Township Clerk

cc: Darlene Hatcher, Recreation Program Specialist
Kevin Lifer, CFO

Enclosures – Contracts (3)
Resolution #R-31-14