

CITY COUNCIL**The City of Orange Township, New Jersey**DATE June 20, 2023NUMBER 247-2023**TITLE:****RESOLUTION TO ENTER INTO MEMORANDUM OF AGREEMENT WITH METROPOLITAN YMCA OF THE ORANGES FOR THE CO-FACILITATION OF THE 2023 MAYOR'S CIRCLE OF EXCELLENCE SUMMER CAMP NOT TO EXCEED \$147,000.00**

WHEREAS, the City of Orange Township recognizes that children need a variety of experiences in their lives to help them grow into healthy adolescents and adults. For children to develop positive behaviors, their experiences must produce a sense of industry and competency a feeling of connectedness to others and to society, a belief in their ability to make decisions and a stable identity; and

WHEREAS, a summer youth camp experience is uniquely positioned to provide developmental needs for children, such as, physical activity, competence and achievement, self-definition, creative self-expression, positive social interactions, structure and clear limits and meaningful participation; and

WHEREAS, the City of Orange Township declared its intent to collaborate and co-facilitate the 2023 Mayors' Circle of Excellence Summer Camp with The Metropolitan YMCA of the Oranges; and

WHEREAS, The City of Orange and The Metropolitan YMCA of the Oranges will adhere to and follow the federal, state and local Covid-19 regulations pertaining to camp indoor and outdoor gatherings for the safety of staff, participants and others; and

WHEREAS, the 2023 Mayors' Circle of Excellence Summer Camp will take place at Lincoln Avenue School —216 Lincoln Avenue Orange, New Jersey 07050 from July 3, 2023 through August 18, 2023; and

WHEREAS, the City of Orange Township shall receive from the Metropolitan YMCA of the Oranges forty percent (40%) of the net profits obtained through the 2023 Mayor's Circle of Excellence Summer Camp; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account No. CY'23 3-01-28-364-000-528, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract Metropolitan YMCA of the Oranges.

THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, that the City Council has authorized a memorandum of agreement with Metropolitan

YMCA of the Oranges for the facilitation of the 2023 Mayor's Circle of Excellence Summer Camp not to exceed \$147,000.00

BE IT FURTHER RESOLVED that the Mayor of the City of Orange Township be and is hereby authorized and directed to execute said memorandum of agreement for and on behalf of the City of Orange Township pursuant to this Resolution which shall be attested to by the Municipal Clerk.

Adopted: June 20, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspcifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Metropolitan YMCA of Oranges
Address: 304 S. Livingston Ave.

City: Livingston
State: New Jersey
Zip Code: 07039

Purpose: Summer Camp
Vendor ID: METRO055

Temporary Budget: \$ 47,000.00
Fund: Current Fund
Line Description REC - Recreation - Contractual Services
Account Numbers(s): CY'23 3-01-28-364-000-528

The remainder of: \$ 100,000.00
will be provided in
Fund: Current Fund
Line Description REC - Recreation - Contractual Services
Account Numbers(s): CY'23 3-01-28-364-000-528

Purchase Order # : 23-01270

Amount not to exceed: \$ 147,000.00

Division Head

Date

Nile Clements

6/13/2023

Chief Financial Officer

Date



THE CITY OF ORANGE TOWNSHIP
DEPARTMENT OF COMMUNITY SERVICES
29 North Day Street, Orange, New Jersey 07050

P (973) 266-4068
F (973) 676-7244

Wendy M. Sykes, MHS
Director

Memorandum of Agreement
Between
City of Orange Township
And
Metropolitan YMCA of the Oranges

Mayor's Circle of Excellence Summer Camp Provided by the Metropolitan YMCA of the Oranges

This Memorandum of Agreement (MOA) is made and entered into between the City of Orange Township, hereinafter known as "City", and the Metropolitan YMCA of the Oranges hereinafter known as "YMCA", and collectively known as the "Parties".

I. Purpose

- a. The purpose of this MOA is to provide a collaborative relationship for conducting a Summer Camp. In Orange, NJ. Through this agreement the parties will co-facilitate the 2022 Mayor's Circle of Excellence (MCE) Summer Camp. The MCE summer camp will commence July 5, 2022 and end on August 19, 2022. Camp days and hours are Monday thru Friday, 8am-5:30pm. The summer camp will provide services for children ages six (6) through thirteen (13).

II. Background

- a. The City of Orange Township and the Metropolitan YMCA of the Oranges share common priorities and interests in providing summer camp program for children ages six (6) through thirteen (13). Each organization has unique competencies through which it addresses this goal. The City of Orange Township and the Metropolitan YMCA of the Oranges recognize that by forming strategic partnership, they can capitalize on the individual strengths of each organization to achieve the established goals and objectives for providing a summer camp program.

III. Statement of Responsibilities

- a. In consideration of the above stated mutual interest and objectives, the parties agree to the following responsibilities:
- b. The Parties agree:
 - i. To collectively create Registration Packets and T-shirts. The Registration packets shall include the following:
 1. Mayor's Welcome Message

2. Camper Information
 3. Guardian and Emergency Contact Information
 4. Program for Parents Agreement
 5. USDA Eligibility Form
 6. Authorized Guardian's Signature of Consent
 7. Child's Immunization Record and Allergy notifications
 8. Camp Policies
 9. Trip, Photo and Video Consent
 10. Payment Information
- ii. To advertise the Summer Camp through the use of the Parties media and marketing entities, face to face marketing and any other marketing avenue as agreed upon by the Marketing Director of both entities;
 - iii. That each party grants the other permission to use approved logos and pictures with all 2022 Summer Camp advertising materials;
 - iv. To collectively ensure that all parents and staff have read, received, understand and will comply with all camp policies;
 - v. To collectively provide parents the YMCA Program for Parents membership name and number for camp fee payments;
 - vi. To collectively hosting joint staff orientation and employment sessions.
 - vii. To collectively host joint parent orientations;
 - viii. Hiring of Summer Camp Staff will be a collaborative effort between the City and the YMCA;
 - ix. Buses and transportation for trips will be prepared and scheduled collaboratively between the City and the YMCA; and
 - x. That the Summer Camp budget shall be a combination of funds from the City and the YMCA.
- c. The City of Orange Township will:
- i. Authorize a city recreation staff member to be on site to serve as a liaison between the YMCA and the City of Orange Township. The staff member's duties will include collecting all necessary documents need for the City's files.
 - ii. The City will contribute funds not to exceed \$147,000 towards payroll expenditures, bus rentals and trip cost for the Summer camp; and
 - iii. Agree to keep up to date on, implement and follow all State of New Jersey and City of Orange Township Covid-19 regulations; and
 - iv. The City of Orange Township will process reimbursement payments for check issuance within 30-45 days.
- d. The Metropolitan YMCA of the Oranges agree;
- i. To be responsible for implementing and regulating the daily operation of the camp and ensuring that the Summer Camp complies with all state required Youth Camp policies and Regulations;
 - ii. That the Metro YMCA of the Oranges will provide a camp cellular phone;
 - iii. To be responsible for receiving payment from parents;
 - iv. To be responsible for collecting and maintaining Program for Parents information and payments through Program for Parents;
 - v. To facilitate employment trainings by authorized staff;
 - vi. That camp employees will be considered employees of the YMCA;
 - vii. All camp fees will be collected by the YMCA.

- viii. The Metro YMCA will seek an extension of the ACA agreement with the East Orange General Hospital to include the 2022 Mayor's Circle of Excellence/YMCA Summer Camp for emergency medical services;
- ix. The Metro YMCA of the Oranges will submit bi-weekly payroll registers, invoices for bus rentals and trip costs to The City of Orange Township for reimbursement-not exceed \$147,000;
- x. collect, record, and maintain all funds for the Summer Camp;
- xi. Provide the City with an itemized weekly expense report, Payment/Income report by cash, check, money order and Program For Parents receipts per child; and
- xii. Agree to keep up to date on, implement and follow all State of New Jersey and City of Orange Township Covid-19 regulations; and
- xiii. Provide copies of the following documents to The City's Director of Community Services or the Business Administrator's Office at Orange City Hall by September 30, 2022
 - 1. Administrative documents including
 - a. roster of camp enrollees;
 - b. teacher/counselor roster;
 - i. daily sign-in sheets and/or attendance records;
 - ii. trip schedules;
 - iii. attendance special dietary slips;
 - c. parental permission slips;
 - i. statement of completed staff background checks,
 - ii. staffing contracts/hiring agreements,
 - d. instructional staff resumes/ work history,
 - e. academic survey tools; and
 - f. outcome reports for steam classes and reading classes
 - 2. Financial documents including
 - i. copies of itemized weekly operating expense reports,
 - b. copies of itemized income report by cash, check, money order and Program For Parents receipts per child; and
 - c. copies of reimbursable payroll expenses and reimbursements.
 - 3. Program outcome report for STEM classes showing the results of a baseline assessment and a final assessment for each child.

IV. General Provisions

- a. Mandatory General Provisions;
- b. During the term of this Agreement, both parties shall comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement;
- c. Each of the parties is an independent entity and neither party shall hold itself as an agent, partner, or representative of the other;
- d. Failure by either party to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.
- e. If any provisions of this Agreement are or should become invalid to any extent, the other provisions of this Agreement shall not be affected thereby; this agreement may not be assigned without the prior written consent of the parties; and the laws of the State of New Jersey govern this agreement.

V. Revenue Split

- a. In full consideration of the Parties' performance under this Agreement and for all of the rights granted herein, the Metro YMCA of the Oranges agrees to pay the City of Orange Township twenty percent (20%) of the Net Profits obtained through the 2022 MCE Summer Camp.
- b. The check must be addressed to "The City of Orange Township" and delivered to the under City of Orange Township address provided in Section VII no later than the expiration date of this agreement as provided in section VI.

VI. Duration of the Agreement

- a. It is mutually agreed upon and understood by the parties that:
- b. This MOA will expire on September 30, 2022 and the parties will meet prior to consider renewing or modifying the MOA;
- c. This MOA shall not restrict the parties from participating in similar activities or arrangement with other public or private agencies, organizations, or individuals; and
- d. This agreement shall become effective upon signature by authorized officials from the City of Orange Township and the Metropolitan YMCA of the Oranges and will remain in effect until modified or terminated by one or all of the parties, by mutual consent, or upon sixty (60) days prior written notice.

VII. Principal Contacts

The principal contact for all notifications required or otherwise necessary under this Agreement shall be as follows:


City of Orange Township

Name: Wendy Sykes, Director of Community Service
Address: 29 North Day Street
Orange, New Jersey 07050
Phone: 973-952-6100x. 1804
Email: wsykes@orangenj.gov

The Metropolitan YMCA of the Oranges

Name: Edward Philipp, Chief Operating Officer
Address: 304 S. Livingston Avenue
Livingston, New Jersey 07039
Phone: 973-758-9622 ext. 1105
Email: ephilipp@metroymcas.org

Christopher Hartwyk
Business Administrator – City of Orange Township



Edward Philipp, Chief Operating Officer
Metro YMCA of the Oranges