

**R2023-66**  
**RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BY AND**  
**BETWEEN THE TOWN OF PHILLIPSBURG AND THE FIRTH YOUTH CENTER**  
**FOR A SUMMER YOUTH PROGRAM**

This agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Firth Youth Center ("FYC") and the Town of Phillipsburg, a New Jersey municipal corporation, ("Town") (collectively, the "Parties").

**WHEREAS**, FYC is a non-profit organization devoted to meeting the social and recreational needs of the youth of the Town; and

**WHEREAS**, the Town desires to provide for its youth a program for the summer wherein they will be engaged in productive social and physical activities; and

**WHEREAS**, FYC has offered to develop, administer and oversee a summer youth program (the "Playground Program"); and

**WHEREAS**, the FYC has agreed to administer and implement the Playground Program; and

**WHEREAS**, the Parties have negotiated the rights and responsibilities, which are set forth below in this Agreement; and

**WHEREAS**, the Parties desire to execute this Agreement.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**I. PROJECT SUMMARY.**

1. The FYC will execute a 5-week "Playground Program" that runs July 11, 2022 through August 11, 2022.
2. The program will be open to Phillipsburg youth ages 6-11 and held Monday-Thursday from 9am-12pm at Walters Park and Firth Playground.
3. The daily schedule will include athletics, crafts, socialization, educational enrichment, and special program visitors.
4. This program is weather-permitting and FYC reserves the right to cancel the program due to inclement weather.

**II. TARGET POPULATION**

Youth ages 6-11 years old who reside in the Town of Phillipsburg. An emphasis will be made to attract the most underserved youth.

### **III. FIRTH YOUTH CENTER RESPONSIBILITIES**

- a. Program development, planning, scheduling activities, coordinating consultants, ordering equipment and consumables, and stocking programs with supplies for activities, first aid, cleaning.
- b. Hiring, training, and supervising all staff affiliated with the program. A priority will be placed on hiring Phillipsburg residents as program staff.
- c. Budgeting, collecting data, creating all required forms (i.e. Unusual Incidents Form, Accident Forms, Supervisor Weekly Review Sheet, Attendance Tracking, and Health Surveillance Forms), and documentation.

### **IV. TOWN OF PHILLIPSBURG RESPONSIBILITIES**

- a. Fiscally support the program at the rate of \$25,000 payable to the Joseph Firth Youth Center within \_\_\_\_\_ days of the date of execution of this Agreement.
- b. Aid in promotion and awareness, as appropriate.
- c. Provide access to storage containers at Walters and Firth Playground.
- d. Ensure playgrounds are safe and ready to host programs by July 5, 2022.
- e. Agree to hold the Joseph Firth Youth Center harmless from all liabilities associated with the Program.

### **V. MISCELLANEOUS**

- a. Entire Agreement. This Agreement, including its exhibits and future appendices constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.
- b. Counterparts. This Agreement may be executed in separate counterparts, and any party hereto may execute any such counterpart, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered (which deliveries may be by telefax) by the parties.

- c. Modifications, Waiver. This Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both Parties. The waiver of any breach of any term, covenant or condition herein contained, or the failure of either party to seek redress for the violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, or caused it to be signed by their duly authorized representatives, as of the Effective Date above written.

TOWN OF PHILLIPSBURG

FIRTH YOUTH CENTER

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By: Todd M. Tersigni

Title: Mayor

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By:,

Title: President