

COP

SC 2022-893

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PROFESSIONAL TRAINERS ADVANCING HUMANITY INITIATIVE, INC.**

THIS CONTRACT is made effective the 1 day of Jul, 2022, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PROFESSIONAL TRAINERS ADVANCING HUMANITY INITIATIVE, INC.**, with offices at 441 Carson Avenue, Deptford, New Jersey 08096, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there is a need to provide to the youth of Gloucester County with violence prevention, anti-bullying, and self-awareness education, along with fitness and confidence building self-defense skills; 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 from February 1, 2022 to May 1, 2022.
2. **COMPENSATION.** The County agrees to compensate the Contractor in an amount not to exceed \$3,000.00, 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.

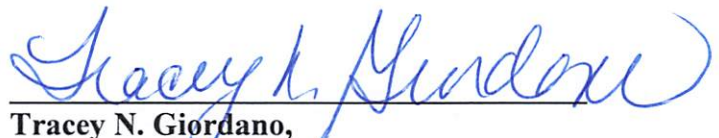
THIS CONTRACT is dated this 1 day of Feb., 2022.

ATTEST:



Kimberly Larter,
Qualified Purchasing Agent

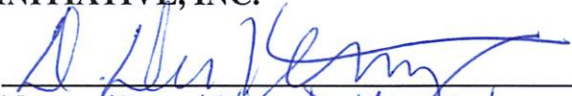
COUNTY OF GLOUCESTER



Tracey N. Giordano,
Treasurer/CFO

ATTEST:

**PROFESSIONAL TRAINERS
ADVANCING HUMANITY
INITIATIVE, INC.**

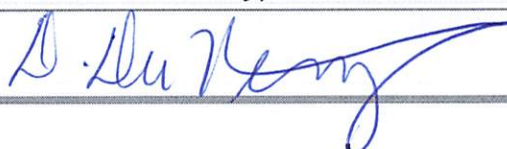


Name: Danielle DuVerney
Title: Vice President / COO

ATTACHMENT A

COUNTY OF GLOUCESTER 2022

YOUTH SERVICES COMMISSION, DIVISION OF HUMAN & DISABILITY SERVICES

Service Category Applying For	Prevention Programming		
Incorporate Name of Applicant	Professional Trainers Advancing Humanity Initiative Inc.		
Type:	<input type="checkbox"/> Public School	<input type="checkbox"/> Local government	<input checked="" type="checkbox"/> Non-Profit
Federal I.D. Number:	47-4088580		
Address of Applicant:	441 Carson Ave Deptford, NJ 08096		
Address of Service(s):	232 S Broad Street Woodbury, NJ 08096		
Contact Person and Phone #:	Danielle DuVerney (201)815-4599		
Total Dollar Amount Requested:	3,000		
Total Number of Unduplicated Clients to be Served:	10		
Email address of contact person (required): ptahinitiative@gmail.com			
Brief Description of Proposed Services: programming.			
Our program will provide violence prevention, anti-bullying, and self- awareness education. In addition to fitness and confidence building self -defense skills.			
Authorized Voucher Signature: Name/Title	Danielle DuVerney/ Vice President		
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.

Our program specializes in development of students and young adults into responsible and respectable leaders, entrepreneurs, athletes, and role models. We accomplish these goals by utilizing the knowledge and skills taught through our programs to revitalize and modify our participant's daily lives. P.T.A.H Initiative Inc. encourages our students to become successful in future endeavors within their communities the Sports and Entertainment industry and society.

B) Specific Project/Program

Describe the service component for requested funds.

Our Self Defense and Violence Prevention Boxing program's unique curriculum brings self-defense and situational awareness tactics to the youth in your facility. Professional trainers and assistant trainers administer our unique Confidence Building, Self Defense, and Self-Awareness program for an hour and a half on Saturday.

Each session begins with engaging and informative topics pertaining to self-awareness, physical fitness, self-confidence, boxing history, self-defense, and violence prevention. Lessons are conducted with constant youth participation incorporating, new vocabulary, discussions, group activities and teamwork.

Professional trainers and assistants maintain a safety-first environment as they conduct an hour and a half of hands-on boxing and self-defense drills.

Activities Included:

- Providing basic boxing skills
- Teaching punch drills
- Simple work -out routine
- Self-awareness exercises and activities
- Educational activities
- Socialization through group activities

- Provide information on best health practices
- Foot work

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) oh youth in Gloucester County.

Gloucester County youth are in need of an educational and recreational space that is accessible to them during afterschool hours. We are addressing the need of providing a safe and structured environment that offers both educational and recreational programs for youth to attend after school and on the weekend that extends past 6:00pm. We address the need of providing life skills information that can be used to help young people make more informed decisions . We offer confidence building exercises and information that is transferable to situations that youth may face in their daily lives. . We provide positive male and female professional trainers and role models for young boys and girls that administer our programs by following our authentic curriculums, and are readily available to give advice and support.

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 our program is keep the youth out of the juvenile justice system by building self-confidence that leads to positive thinking and problem-solving skills, teach students how to defend themselves and not to be an aggressor, provide movement and exercise routines for health improvement, engage youth in team building and socialization activities, and provide participants with caring adult mentors.

We believe that in order to improve, you must perform, reflect, and render an honest evaluation. We understand that in order to provide a proper assessment you must include all contributor, participants, team members and associated parties.

P.T.A.H. Initiative uses a variety of informative measures to assess the impact of our program and performance including discussions, surveys, games task, performance evaluations, and personal development plans. During the program individual progress will be regularly monitored with periodic measures in place to maintain consistent positive growth.

F. JUSTIFICATION

1. Why is this program important to the community?

This program is important to the community because it assist in crisis prevention. Our program mentors school age participants and assists with the development of communication and social skills, physical fitness, self- esteem, and confidence. We provide a positive atmosphere for individuals to release their frustrations, stress, and negative energy. The effects of our program have resulted in almost immediate transformations of our participants by giving them the mental and physical confidence to make informed positive decisions.

We provide caring role models and a structured recreational and educational activity to the youth of Gloucester County. We offer a safe and positive environment, a necessary component for the youth to go as an alternative to hanging out on the streets, in parking lots or in front of homes. Additionally, this program offers positive physical growth by providing weekly warm routines and healthy living education, and physical workouts during each session.

II. PROJECT/PROGRAM ADMINISTRATION / STAFFING

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

The program is administered by a Professional Trainer who is always accompanied by the assistant trainer.

Agency Operation is overseen by the Operation Manager who is present at the facility during program operations.

B) Provide job descriptions of staff indicating their qualifications.

P.T.A.H. Initiative staff consist of highly qualified, professional trainers. The Self Defense and Violence Prevention Director and lead trainer Karl Leshore has over forty years of experience in the boxing industry as a former professional boxer and a trainer for both past and present boxing enthusiasts.

Coach Ptah Bowen has over 30 years of service and experience coaching, teaching and mentoring youth of various ages. He worked as a Recreation Specialist for six years and a Sports Director for three years for Sports and Arts in Far Rockaway New York. Coach Ptah also worked as an assistant coach for Monroe Express College Women's Basketball team.

All of the trainers and assistant trainers on our roster have acquired certification, degrees and/or extensive professional experience in their respected field. Our professional trainers are working professionals and highly valued in their industry. P.T.A.H. Initiative professionals have a passion for teaching and a desire to share their wisdom with the next generation. P.T.A.H. Initiative professionals are accomplished, with substantial experience in public speaking, motivational speaking, and youth development., with the intentions of inspiring and meeting the

needs of each individual.

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

Yes

III. PROJECT DURATION:

A) Identify program funding period.

8 weeks February 12th through April 9th

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?

This program practices a no eject policy, except in the case where participant is causing verbal and or physical harm to other participants or staff members. We are a no reject program as we are willing to accept any student that we are trained and accommodated to handle. Our program serves male, female, and non-binary individuals ages nine to eighteen.

B) List eligibility criteria.

We are looking to service at risk youth that are in need of prevention service that will provide emotional support/mentoring and learning aspects of violence prevention, anti-bullying, and self-awareness education as well as peer recreation. Youth serviced are at risk because of certain environmental factors, family dynamics, lack of resources and/or negative behavior. We also impose an age eligibility; students must be at least 9 years old and no older than eighteen years of age. Parents will be required to disclose all health conditions that will effect student's physical health or ability to participate.

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

We service youth and families of all Gloucester County Communities.

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).

We accept student referrals, age 9-18, from schools, community agencies, parent referral for youth in need or mentoring, social emotional support and improving peer relationships. Clients are able to participate in the programming free of charge as long as they are deemed in need of the services.

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.)

Attached

VI. HOURS OF SERVICE/PROGRAM ACCESSIBILITY:

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

Program Location: 232 South Broad Street Woodbury, NJ 08096

Hours of service: 2 hours a week for eight weeks. Total hours of program activity =16 hours

B) Describe how applicant would accommodate persons with disabilities.

Our facility is not equipped to accommodate individuals with physical disabilities

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

Program runs every Saturday beginning February 12th for eight weeks, from 3:30 to 5:00pm

VII. LEVEL OF SERVICE:

A) What is the definition of Unit of Service?

Our definition of unit of service is one youth receiving 16 hours of direct service pertaining to what is listed in the goals and program description.

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

10

C) Specify the Unit of Service Cost.

\$3000 for program that will service 10 youth

$(\$3,000/10) = \300 per youth/one service unit would be \$300

The program would offer 10 units of service.

VIII. DATA COLLECTION

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

Client information is kept on a storage file on computer and backed up by handwritten registration forms and information filed at the Center location.

Billing and Service information is managed by the accounting firm Sentarus group and backed up by records and receipts kept at the Center location.

B) Specify staff responsible for the plan.

Staff responsible for this plan are Danielle DuVerney and Paul Bowen

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

Site Location: 232 South Broad Street Woodbury, NJ 08096

Service Time: Self Defense and Violence Prevention Boxing Program

SUNDAY _____ MONDAY _____ TUESDAY _____

WEDNESDAY _____ THURSDAY _____ FRIDAY _____

SATURDAY __ 3:30- 5:00 _____

Emergency Provisions:

Holiday Schedule -

Occasion

Dates

Attach Resumes for Staff

Gloucester County Youth Services Commission

I. BUDGET EXPENSE SUMMARY

AGENCY NAME: Professional Trainers Advancing Humanity Initiative Inc. **TIME-FRAME** 2/12/22-4/09/22

BUDGET CATEGORY	STATE / COMMUNITY PARTNERSHIP GRANT (SCPG)
PERSONNEL	1,260
A. Salary	
B. Materials / Supplies	1,200
C. Other/Consulting	300
D. Total Operating Costs	2,760
E. GEN. & ADM. (G&A) Cost Allocation	240
F. Funding Request	3,000

II. BUDGET JUSTIFICATION

(Explain Categories A through D)

A) Personnel

Funding to be used for the salary of instructors/instructions to lead programming for the 2 hours weekly for 10 youth.

B) Material / Supplies/Equipment

Funding that will be used for materials that youth will use to participate in the programming such as boxing materials and training accessories.

C) Other/Consulting

The payment of different professional in addition to staff to provide professional instruction for the youth participating.

D) General & Administrative

Funding to be used for Facility and program support cost.

VIII. ADDITIONAL BUDGET QUESTIONS

1. 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 requests.

We have been an established non-profit for over 5 years and have worked with several agencies and non-profits with business ventures. Program administration will ensure that the YSC Administrator has all necessary reimbursement billing and supporting documentation to satisfy the grant.