



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MAGGOOS TRAINING AND DEVELOPMENT CO  
**Trade Name:**  
**Address:** 89 CARLTON CLUB DRIVE  
PISCATAWAY, NJ 08854  
**Certificate Number:** 1374189  
**Effective Date:** December 07, 2007  
**Date of Issuance:** February 20, 2009

**For Office Use Only:**  
20090220084524098

**AGREEMENT**

**FOR**

**TRAINING SERVICES**

**BY AND BETWEEN**

**PLAINFIELD MUNICIPAL UTILITIES AUTHORITY  
127 ROOSEVELT AVENUE  
PLAINFIELD, NEW JERSEY 07060-1398  
908-226-4921-OFFICE  
908-226-2561-FAX**

**AND**

**MAGGOO'S TRAINING & DEVELOPMENT PROGRAMS  
708 SPOONER AVENUE  
PLAINFIELD, NEW JERSEY 07060  
610-739-1887-OFFICE  
908-731-4332-FAX**

**ADMINISTRATIVE/MANAGEMENT PERSONNEL/**

**HUMAN RESOURCE/CUSTOMER SERVICE**

**TRAINING AGREEMENT**

**BY AND BETWEEN**

**THE PLAINFIELD MUNICIPAL UTILITIES AUTHORITY**

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## **PREAMBLE**

**THIS AGREEMENT** is made and entered into this **4th Day of September, 2009** ("Effective Date") by and between Plainfield Municipal Utilities Authority, having its principal office at 127 Roosevelt Avenue, Plainfield, New Jersey 07060-1398, hereafter referred to as (PMUA) and Maggoo's Training & Development Programs, having its principal office at 708 Spooner Avenue, Plainfield, New Jersey 07060, hereafter referred to as (Maggoo's).

## **RECITALS**

**WHEREAS**, PMUA desires to retain Maggoo's to provide training and organizational services and,

**WHEREAS**, Maggoo's desires to perform such services for PMUA; and,

**WHEREAS**, Maggoo's has the necessary skills, experience, background, affiliations and training, especially in the area of consulting, operational planning and staff training, to provide these services to PMUA.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises herein contained and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, PMUA and Programs hereby agree as follows:

### **1.0 Introduction:**

The Authority is responsible to implement and operate a municipal utilities authority which provides certain solid waste and sewerage services to the inhabitants of the City of Plainfield.

### **1.1 General Requirements:**

Under the direction of the Authority designee, Vendor shall provide various specialized professional training services indicated herein, for training to the Authority staff. This will consist of working very closely with the Authority staff to assist in accomplishing the goals and objectives of the Authority

The contract may not be assigned in whole or in part by Vendor without prior written consent of the Authority. Vendor shall agree that the contract shall not be amended or modified except in writing and signed by all parties to the original contract.

Vendor agrees to comply with applicable laws of the State of New Jersey.

## 1.2 Scope of Services:

This Agreement together with the bid submitted by Maggoo's together with the RFB issued by the Authority shall constitute the complete Agreement between the PMUA and Maggoo's. The specialized professional training services set forth below, is to formulate an approach to training that is not time intensive, will include multiple instructional methods that can be incorporated in all levels of staff involvement (senior management, middle-level supervisory, administrative personnel, line-staff and field operations staff). Involving personnel in an advisory group capacity designed to help effectively direct and implement a training program that targets performance and verbal report competencies focusing on behaviors as well as professional responsibilities. Training may also include corrective feedback, modeling, rehearsal, and practice procedures

- A. **Administrative/Management Personnel:** provide training and development activities and related services. This will consist in working very closely with Senior Staff to assist in accomplishing the PMUA'S mission statement. This will consist of enhancing current skills, improving communications, increase personal effectiveness and expand their knowledge for future growth within the organization. This will also include providing recommendations to Management. These services shall be provided at a minimum of two (3) and no more than four (5) visits annually consisting of a 1 day training session.
- B. **Human Resource:** provide human resources training and activities, including but not limited to, training related to employment and placement; compensation, and benefits; labor relations and other related services. This will consist in working very closely with Senior Staff to assist in accomplishing the PMUA'S mission statement. This will also include providing recommendations to Management. These services shall be provided at a minimum of two (2) and no more than four (4) visits annually consisting of a 1 day training session.
- C. **Customer Service:** provide customer focus training and related services. This will consist in working very closely with Senior Staff to assist in accomplishing the PMUA'S mission statement. This will include telephone etiquette, trust & rapport building, active listening skills, problem solving, defusing anger, stress control, managing customer expectations and conflict management. This will also include providing recommendations to Management. These services shall be provided at a minimum of two (2) and no more than four (4) visits annually consisting of a 1 day training session.

### **Requirements:**

1. Conduct at least 2-4 training sessions annually in accordance with the training needs of the Authority.
2. Provide a Summary Report evaluating overall training session outcomes and provide recommendations for future initiatives.

3. Be available by phone or in person, during regular business hours (Monday – Friday from 9 am – 5:00 pm) for scheduled meetings. Vendor may also be required to attend some evening meetings for presentations to the Authority’s Board of Commissioners.

**1.3 Contract Term:**

The term of the Contract shall be awarded for a two (2) year period effective from the date of execution. The Authority may renew the Contract for 1 period of 2 years, upon the same terms and conditions.

**1.4 Compensation/Payment:**

For the services provided, PMUA shall compensate Maggoo’s Training & Development Programs a total sum of \$60,000.00.

**1.5 Travel Expenses:**

Allowable travel expenses incurred by vendor pursuant to the Contract shall be included in the total amount of the Vendor’s Bid Proposal. The Authority may pay travel expenses specified in the budget and charged against the total amount of the Vendor’s Bid Proposal. In addition, the Authority will reimburse authorized travel expenses in accordance with the New Jersey State Travel Reimbursement guidelines. Successful Vendor shall not charge out of state travel against the contract without prior written approval of the Authority’s Executive Director.

**1.6 Ownership of Documents:**

All training materials, curriculum, outlines, slides, handouts, training activities, written publications and audiovisual products developed in response to and as part of the contract shall become the sole property of the Authority.

**1.7 Insurance:**

**1.7.1 Professional and Liability Insurance:**

The Authority provides no indemnity to the vendor or vendor’s employees or agents against any liability incurred or arising as a result of any activity of the vendor or any activity of the vendor’s employees related to the vendor’s performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Authority, its agencies, its employees, its clients, and general public against any such loss, damage and/or expense related to his/her performance under the contract. The vendor will be required to provide the Authority with a certificate of insurance prior to execution of the contract.

### **1.7.2 Worker's Compensation Insurance**

The Vendor shall procure and maintain, at its own expense, during the term of the Agreement such insurance as will protect the Vendor from all claims under Worker's Compensation Acts; General Liability Insurance protecting the Vendor from any claims for damage for personal injury, including death, which may arise out of or result from the Vendor's operations under the Agreement, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them, or by anyone for whose acts by any of them may be liable including acts of joint negligence between the Authority and those previously mentioned and property damage. All liability insurance policies shall name the Authority as an additional insured.

The Vendor shall furnish a certificate of insurance for both Worker's Compensation and Auto Insurance, if applicable, to the Authority prior to execution of the Agreement.

### **1.8 Payment and Invoicing Requirements:**

The vendor will be paid based on the completion of each training session. The vendor shall submit an invoice for each completed training session. Payments shall be paid in accordance with the firm, fixed price stated on the Proposal/Contract page of the bid document for the actual training session conducted including, but not limited to supplies and materials, travel costs and phone costs after acceptance and approval by Authority designee. Invoices should be sent to the following address:

**Plainfield Municipal Utilities Authority  
127 Roosevelt Avenue  
Plainfield, New Jersey 07060  
ATTN: Accounts Payable**

### **1.9 Vendor Status:**

It is understood that the Vendor is an independent contractor and neither it nor its agent shall represent themselves as either employees or agents of the Authority. The Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements overtime, etc., and agrees to indemnify, save, and hold the Authority harmless from and against, any and all loss, cost and damage of any kind related to such matters.

## **2.0 Contract Information**

### **2.1 Compliance with Laws and Regulations**

#### **2.1.1 Applicable Federal, State and Local Laws and Regulations**

The Vendor shall be required to comply with all applicable Federal, State and local laws and regulations. The Vendor shall be responsible for obtaining all applicable Federal, State and local governmental approvals necessary to perform the responsibilities required under the Agreement.

#### **2.1.2 Prevailing Wage Law**

The Successful Vendor shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, as amended and supplemented from time to time. By submitting a signed Bid Proposal, the Vendor warrants that neither the Vendor nor any subcontractor it may employ to perform any or all of the services covered by this RFB, are listed or on record with the New Jersey Department of Labor, for failure to pay prevailing wages in accordance with the Prevailing Wage Act.

#### **2.1.3 Mandatory Affirmative Action Compliance**

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, and gender identity or expression, the contractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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 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 or sex.

The contractor or subcontractor, where applicable, 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 workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

#### **2.1.4 Americans with Disabilities Act**

The Vendor shall be required to comply with the provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), as amended and supplemented from time to time. The Vendor shall not discriminate against disabled persons in any aspect of employment inclusive of the application process, hiring, training, advancement and wages, benefits or employer-sponsored social activities.

#### **2.1.5 Mandatory Business Registration Certificate**

The Vendor shall be required to comply with the provisions of the "Business Registration Certificate".

### **2.2 General Terms and Conditions**

#### **2.2.1 Independent Contractor**

It is understood that the vendor is an independent contractor to PMUA and not an employee, partner, or joint venture partner of PMUA. In this regard, neither the vendor nor its representatives will hold themselves out as officer, agent, employee or other party with the authority to bind PMUA. The vendor shall conduct its activities on behalf of PMUA in a professional manner, however, it is expressly understood that the vendor shall not have the authority to bind PMUA to any Agreements or other obligations without prior written consent of PMUA.

#### **2.2.2 Dispute Resolution**

It is agreed that, should any difference of interpretation, or any other controversy or claim arise out of, or related to this contract, or the breach thereof, we shall immediately make good faith efforts to negotiate our own written voluntary resolution of the matter directly between ourselves. We agree that, if the matter still remains unsettled for thirty days after certified mail notification that a dispute exists, we shall immediately jointly retain a mutually-agreed neutral mediator with experience in dispute resolution in this field, and conduct and participate in confidential mediation, to continue attempting to work out our own written voluntary settlement. We agree that if any of us files any arbitration claims, or administrative or legal actions, for disputes to which this clause applies, without first having attempted to resolve the dispute ourselves through neutral mediation, then that filing party shall not be entitled to collect attorneys fees or procedural costs, even if they would otherwise be entitled to them (subject to the discretion of the arbitrator or court involved).

### **3.0 Miscellaneous**

#### **3.1 Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Company hereby consents to the jurisdiction of the courts or administrative tribunals of the State of New Jersey or the United States District Court, District of New Jersey, as sole venue for any causes of action brought under this Agreement.

#### **3.2 Licenses**

In the event that any goods to be purchased or services to be provided with respect to this Agreement requires that the Company possess any license, permit or approval issued by the State of New Jersey or any other governmental body, the Company shall procure and maintain any and all such license, permit or approval during the term of the Agreement.

#### **3.3 Authority to Enter Agreement**

Each Party represents that it has the corporate powers and authorization to enter into this Agreement as its legal and binding obligation and that there is no pending or threatened litigation by or against it that will or has the potential to cause a material adverse impact on the Party's performance obligations under this Agreement.

#### **3.4 Business Registration Certificate**

The Company and any subcontractor utilized by the Company shall maintain a valid and current Business Registration Certificate during the Term of this Agreement.

#### **3.5 Independent Contractor**

The Company acknowledges and agrees that, in the performance of its duties under this Agreement and the work to be performed hereunder, it shall, at all times, remain an independent contractor and further acknowledges and agrees that neither its officers nor any person in its employment shall be deemed or construed to become an employee of the Authority.

#### **3.6 Entire Agreement**

This Agreement constitutes and expresses the complete and entire Agreement and understanding of the Parties hereto with reference to the subject matter hereof; all prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both parties.

**3.7 Binding Agreement**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, if any.

**3.8 Modifications**

The provisions of the Agreement may be amended, modified and/or supplemented from time to time by a written instrument approved by each Party hereto.

**3.9 Severability**

The provisions of this Agreement are intended to be severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not effect the validity of the remainder of this Agreement.

**3.10 Availability of Funds**

To the extent required by law, this Agreement is subject to the availability and appropriation annually of sufficient funds by the Authority provided the Authority shall not unreasonably withhold such availability and appropriation annually.

**3.11 Notices**

All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered by hand, or upon receipt, if mailed by certified mail, return receipt requested, addressed to the parties at the addresses set forth in this Agreement.

IN WITNESS WHEREOF, the Authority and Maggoo's Training & Development Programs have caused this Agreement to be duly authorized and properly executed as of the day and year first written above.

WITNESS:

PLAINFIELD MUNICIPAL UTILITIES AUTHORITY

*Dollie S. Hamlin*  
Dollie S. Hamlin

By:

*Eric C. Watson*  
Eric C. Watson, Executive Director

Date:

11/10/09

WITNESS:

MAGGOO'S TRAINING & DEVELOPMENT PROGRAMS

\_\_\_\_\_

By:

*Garnell Bailey*  
Garnell Bailey, Ph.D., President

Date:

10/15/09