

EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT TO PROVIDE VARIOUS SERVICES FOR SENIOR CITIZENS

THIS AGREEMENT (“Agreement” or “agreement”) by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and CENTER FOR MODERN AGING PRINCETON, 101 Poor Farm Road, Princeton, New Jersey 08540 (hereinafter referred to as "CONSULTANT".)

WITNESS

WHEREAS, PRINCETON desires to engage a qualified organization to provide programming and services to senior citizens in the community at the Suzanne Patterson Building and various outreach locations; and

WHEREAS, by resolution, the Council awarded an agreement for extraordinary unspecifiable services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services.

- a. In consideration for payment of the cost set forth in Section 3 below, CONSULTANT shall use its best efforts to perform professional services and other related duties as set forth in the CONSULTANT’S proposal, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT’S proposal and this Agreement, the terms of this Agreement shall control.
- b. CONSULTANT shall provide various programs and services to aging adults, said services to be provided at the Suzanne Patterson Center, 101 Poor Farm Road, and other various outreach locations. The programs and services to be provided by CONSULTANT will include, but not be limited to:
 - i. Information and referral services, linkage to a wide array of services;
 - ii. Counseling, consultation and support services;
 - iii. Emergency preparedness services;
 - iv. Recreational and social activities;
 - v. Volunteer visiting and support to the home bound;
 - vi. Volunteer opportunities;
 - vii. Education and enrichment programs;
 - viii. Health promotion and screenings;
 - ix. Crosstown Transportation Service assistance;
 - x. Management of Suzanne Patterson Building rentals;
 - xi. Collaboration with other Municipal Departments and community organizations serving older adults;
 - xii. Other services as may become necessary.
- c. CONSULTANT will work to assure that all aging adults, of diverse ethnic, socioeconomic, educational, gender identity, sexual orientation, and immigration status are provided services through this agreement.

- d. During the term of this Agreement CONSULTANT shall make no exterior or interior alterations to the Suzanne Patterson Building without the prior written approval of PRINCETON. Under this Agreement, CONSULTANT shall at all times act as an independent contractor and not as an employee of PRINCETON and shall have no authority to act as an agent or representative of PRINCETON or to enter into any financial or other contractual commitment on behalf of PRINCETON without the prior written approval of same granted in accordance with law.
- e. CONSULTANT shall provide PRINCETON with a copy of the monthly operation reports as provided to the Board of Trustees of the Princeton Senior Resource Center/Center for Modern Aging Princeton and monthly crosstown transportation reports.
- f. CONSULTANT represents that it is a non-profit corporation having received an IRS Exempt Organization Permit. CONSULTANT represents that it has sufficient expertise, extensive training, and a proven reputation for supplying such services as described herein.

2. Contract Term.

- a. This Agreement shall become effective as of January 1, 2026, and shall terminate on December 31, 2026. The term of this Agreement may be extended for up to two one-year terms, subject to the agreement of the parties and compliance with applicable provisions of the Local Public Contracts Law.
- b. The Agreement may be terminated by either party, by giving thirty (30) days prior written notice to the other, to the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed one hundred ninety-four thousand, eight hundred fifty dollars and zero cents (\$194,850.00), subject to annual budgetary appropriations. This fee shall be paid in four equal quarterly installments of \$48,712.50.
- b. This fee shall include provision of services by CONSULTANT as the administrative coordinator of usage of the Suzanne Patterson building and payment by CONSULTANT of all Suzanne Paterson building rent and utilities, custodial and maintenance care, technology support services, phones, and technical support of such infrastructure.
- c. Custodial and maintenance care services shall be consistent with existing custodial contracts and maintenance services shall be equivalent to other municipal facilities. PRINCETON's technical support services shall include voice over internet protocols (VOIP) and internet connectivity up to the jacks in the walls. VOIP support shall include programing of the VOIP system and standard phone equipment.
- d. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered during the prior month.
- e. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.

4. Conflicts of Interest.

- a. CONSULTANT represents that it is not now performing any services for any person, firm or corporation which results or might result in a conflict of interest between CONSULTANT and PRINCETON, directly or indirectly. In addition, CONSULTANT expressly agrees to refrain during the period of this Agreement from performing any services for any person, firm or corporation which results or might result in a conflict of interest between the parties, directly or indirectly. CONSULTANT agrees to disclose in writing to PRINCETON any and all such conflicts of interest which may arise, giving full particulars.

5. Confidentiality.

- a. CONSULTANT agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without the prior written consent of PRINCETON, which consent shall not unreasonably be refused, and to both require and furnish copies to PRINCETON of an identical covenant executed by all agents, employees, or subcontractors of CONSULTANT in the rendering of the services hereunder.

6. Terms and Conditions.

- a. The Terms and Conditions printed on the purchase order issued by PRINCETON to CONSULTANT shall be incorporated into this agreement.
- b. CONSULTANT shall take note of and comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding Affirmative Action/ Equal Employment Opportunity and the Americans with Disabilities Act. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- c. CONSULTANT shall take note of and comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44 et seq.) regarding Business Registration and Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured and as the certificate holder on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.
- c. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be

considered as a release in full of all claims against PRINCETON arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

8. Complete Agreement.

- a. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:

**PRINCETON, a municipal corporation of
the State of New Jersey**

Dawn M. Mount, Municipal Clerk

By: _____
Mark Freda, Mayor

WITNESS:

CENTER FOR MODERN AGING PRINCETON

By: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE **N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)** **N.J.A.C. 17:27 et seq.**

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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 or sex. 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 or sex.

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.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 personnel 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 targeted 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, race, 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; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**



**Proposal for Professional Services
for Providing Program and Social Service Support
for the Older Adult Residents
of the Municipality of Princeton
Calendar Year 2026**

Submitted by: Center for Modern Aging Princeton (CMAP) (Formerly known as Princeton Senior Resource Center)

Address: 101 Poor Farm Road, Building B, Princeton, NJ 08540

Date: March 5, 2026

Introduction and Organizational Capacity

The Center for Modern Aging Princeton (CMAP), formerly known as the Princeton Senior Resource Center (PSRC), has been a trusted cornerstone of the Princeton community since its founding 51 years ago in 1974. Established to address the needs of older adults in Princeton, CMAP has grown into a regional leader in providing innovative programs, essential services, and opportunities for lifelong learning, health, and wellness. With a proven track record of success and deep roots in the community, CMAP possesses the infrastructure, experienced staff, and partnerships necessary to provide professional, equitable, and impactful services to aging residents of Princeton.

CMAP is uniquely positioned to deliver comprehensive programming to older adults, including underserved populations such as low- to moderate-income seniors, ethnic and racial minority seniors, and LGBTQ+ older adults. Our commitment to inclusivity ensures all individuals, regardless of ethnicity, gender identity, socioeconomic status, or immigration background, receive the support they need to age with dignity and remain active, connected members of the community.

Scope of Services

CMAP will provide a wide array of programs and services designed to enhance the quality of life for older adult residents of Princeton. These services will be delivered at the Suzanne Patterson Building (45 Stockton Street), The Nancy S. Klath Center for Lifelong Learning (101 Poor Farm Road), and various outreach locations throughout Princeton. Specific services include:

- 1. Information and Referral Services**

Linkage to community resources and services tailored to the needs of older adults.



2. **Counseling, Consultation, and Support Services**
Professional social work services, including individual and group support for older adults, caregivers, and families.
3. **Emergency Preparedness**
Programs and resources to assist seniors in planning and responding to emergencies.
4. **Recreational and Social Activities**
Events and programs to reduce social isolation and foster community connections.
5. **Volunteer Visiting and Homebound Support**
Programs to address the needs of isolated seniors and offer social companionship.
6. **Volunteer Opportunities**
Meaningful opportunities for older adults to engage with the community through CMAP and other municipal and nonprofit partnerships.
7. **Education and Enrichment Programs**
Lifelong learning classes, lectures, and workshops that support intellectual engagement.
8. **Health Promotion and Screenings**
Programs to promote physical and mental wellness, including health screenings and vaccination clinics offered in partnership with Princeton Health Department.
9. **Crosstown Transportation Service Management**
Coordination of Crosstown Transportation, which provides local transportation ensuring seniors have access to essential services.
10. **Facility Management of the Suzanne Patterson Center**
Coordination of building rentals for the Suzanne Patterson Building.
11. **Collaboration with Municipal Departments and Community Organizations**
Partnerships with Princeton Health Department, Princeton Human Services, Princeton Police Department, and other municipal and community partners to ensure a holistic approach to serving older adult residents of the municipality.



Commitment to Inclusivity

CMAP is committed to serving all older adults in Princeton, regardless of ethnic, racial, socioeconomic, educational, gender identity, sexual orientation, or immigration status. Our programs are designed to promote equity, accessibility, and inclusion to reflect Princeton's diverse community.

Reporting and Accountability

To ensure transparency and alignment with municipal goals, CMAP will:

- Submit regular operating reports as requested and present to the municipal council an annual report outlining program participation and outcomes.
- Provide monthly reports on Crosstown Transportation Service usage.
- Maintain ongoing communication with Princeton to evaluate program success and adapt as needed.

Compensation

Annual Contract Amount for the Above Services: One Hundred Ninety Four Thousand Eight Hundred Fifty dollars (\$194,850.00) to be paid in quarterly installments of \$48,712.50

Additional/In-Kind Compensation (Per previous contracts):

- As administrative coordinator of building usage, the above contract shall be supplemented by rental income received from groups utilizing the center.
- In-Kind provision of The Suzanne Patterson Building (rent and utilities)
- In-Kind provision of custodial and maintenance care for the Suzanne Patterson Building (Custodial and maintenance services consistent with existing custodial contracts and maintenance services shall be equivalent to other municipal facilities)
- Municipal tech support services for VOIP and internet connectivity. (Said services shall include technical support for internet connectivity up to the jacks in the walls.)



Conclusion

The Center for Modern Aging Princeton is proud to continue its long-standing partnership with the Municipality of Princeton. By providing comprehensive services that support the physical, emotional, and social well-being of older adults, CMAP contributes to the vitality and inclusivity of the Princeton community. With decades of experience, established infrastructure, and a commitment to excellence, CMAP stands ready to meet the evolving needs of Princeton's older adult residents.

We look forward to working together to enhance the quality of life for aging adults in our community.

Contact Information

Drew A. Dyson, PhD
Chief Executive Officer
Center for Modern Aging Princeton
101 Poor Farm Road, Building B
Princeton, NJ 08540
Phone: (609) 751-0081
Email: ddyson@cmaprinceton.org

EXHIBIT C

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

TERMS & CONDITIONSEXEMPTION

Princeton is exempted by statute from payment of all Federal, State, and Municipal excise, sales and other taxes.
FEDERAL I.D. 30-0746654

LEGAL REQUIREMENTS

The vendor agrees to comply with all statutes, rules and regulations and orders set forth by the State of New Jersey, Federal Government, and ordinances of Princeton.

STATE REQUIREMENT (BUSINESS REGISTRATION REQUIREMENT)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-9292

AUTHORIZATION TO PROCEED

Princeton shall not be responsible for materials delivered or services performed delivered without authority of its written order and properly signed and executed by authorized Princeton official (s).

QUALITY & QUANTITY

All materials or services furnished on this order must be as specified, and subject to Princeton officials' inspection and approval within a reasonable time after delivery at destination. Materials other than specified will be returned at the order must not be substituted without the review and approval of authorized Princeton official(s). Materials rejected will be returned at the vendor's risk and expense. Quantities and unit prices specified must be adhered to. In case of a change, it first requires Princeton approval or it will be paid at the quoted price and quantity.

ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party and any assignment made without such consent shall be null and void, except that Princeton may assign this order and its interest therein to any affiliated corporation or to any corporation succeeding to Princeton's business without consent of vendor.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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 or sex. Except with respect to 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 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 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.