

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (the "First Amendment") is made this 1 day of March, 2016 by and between the **CASINO REINVESTMENT DEVELOPMENT AUTHORITY**, an instrumentality of the State of New Jersey, having its offices at 15 S. Pennsylvania Avenue, Atlantic City, New Jersey 08401 (hereinafter, "CRDA") and **JEWISH FAMILY SERVICE OF ATLANTIC COUNTY**, having its offices at 607 North Jerome Avenue, Margate, New Jersey 08402 (hereinafter "JFS"). Each individual may be individually referred to as "Party" or collectively referred to as the "Parties."

Recitals

A. The CRDA, as part of its collaboration with the New Jersey Department of Human Services ("DHS") and the Atlantic County Department of Family and Community Development ("County"), (i) pursuant to Resolution 13-95 adopted June 18, 2013, granted a preliminary determination of project eligibility to the Single Point of Entry for Homeless Services Project (the "Project") and approved a fund reservation in an amount not-to-exceed \$100,000 for certain feasibility analysis pertaining to the Project, and (ii) pursuant to Resolution 13-166 adopted November 19, 2013, approved the Project and accepted certain responsibilities to accept and disburse the Pilot Project Funds, on behalf of DHS and the County.

B. Pursuant to Resolution 13-166 adopted November 19, 2013, CRDA enter into that certain Professional Services Agreement dated December 12, 2013 with JFS whereby JFS would administer and manage the Singe Point of Entry for Homeless Project for the homeless citizens of Atlantic City.

C. Pursuant to Resolution 15-167 adopted December 15, 2015, CRDA accepted up to \$1.5 million from DHS and approved a fund reservation in the same amount for the Single Point of Entry Homeless Project.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants set forth herein, the parties hereto, intending to be bound hereby mutually the parties agree as follows:

1. Recitals. The foregoing recitals of this First Amendment are hereby specifically incorporated herein by reference.
2. Section 9 of the agreement shall be amended to extend the Agreement through September 30, 2017.
3. All other terms, conditions and stipulations contained in the Agreement shall remain in full force and effect without change or modification, except as provided herein.
4. This First Amendment and the Agreement constitute the entire agreement between the parties hereto with respect to the matters covered herein. There are no oral agreements between the Consultant and the CRDA affecting this First Amendment and this First Amendment supersedes and cancels all previous negotiations, arrangements and understandings, if any, between the parties hereto with respect to the subject matter hereof and none thereof shall be used to interpret or construe this First Amendment.

IN WITNESS WHEREOF, the CRDA and JFS have caused this First Amendment to be executed by their authorized representatives as of the date first written above.

WITNESS:

**CASINO REINVESTMENT DEVELOPMENT
AUTHORITY**

By: Sharon L. Dickerson By: [Signature]

Name: John F. Palmieri

Title: Executive Director

Approved as to form by the Authority Law Department

By: Sharon L. Dickerson

WITNESS:

**JEWISH FAMILY SERVICES
OF ATLANTIC COUNTY**

By: _____

By: [Signature]

Name: ANDREA STEINBERG

Title: CEO

Attachment 2

Professional Services Agreement

INSERT FULL LEGAL NAME AND ADDRESS OF CONTRACTOR:

Jewish Family Service of Atlantic County

607 North Jerome Avenue

Margate, NJ 08402

(referred to hereinafter as the "Consultant")

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made as of this 12th day of December, 2013, by and between the CASINO REINVESTMENT DEVELOPMENT AUTHORITY, a public body established in, but not of, the Department of the Treasury of the State of New Jersey, and existing under and by virtue of the laws of the State of New Jersey, including P.L. 1984, c. 218, as amended and supplemented from time to time (the "CRDA Act"), and the Consultant identified above.

Recitals

- A. The State of New Jersey Department of Human Services ("DHS") is the recipient of a Social Services Block Grant ("SSBG") awarded by the United States Department of Health and Human Services pursuant to the Disaster Relief Appropriations Act of 2013, Public Law 113-2 and other applicable federal law, and DHS intends to deploy \$2.0 million of the SSBG (the "Pilot Project Funds") to fund a pilot project to facilitate a more coordinated and integrated response by appropriate governmental units to the needs of Atlantic City's homeless population (the "Pilot Project").
- B. The CRDA, DHS and the Atlantic County Department of Family and Community Development (the "County") intend to execute, contemporaneous with this Agreement, a memorandum of agreement, whereby the parties thereto will establish the terms and conditions of their collaboration to facilitate the Pilot Project. The CRDA, DHS and the County may be collectively referred to hereinafter as the "Government Entities".
- C. The CRDA, as part of its collaboration with DHS and the County, (i) pursuant to Resolution 13-95 adopted June 18, 2013, granted a preliminary determination of project eligibility to the Single Point of Entry for Homeless Services Project (the "Project") and approved a fund reservation in an amount not-to-exceed \$100,000 for certain feasibility analysis pertaining to the Project, (ii) pursuant to Resolution 13-~~16~~ adopted Nov 19, 2013, approved the Project and accepted certain responsibilities to accept and disburse the Pilot Project Funds, on behalf of DHS and the County, and (iii) approved the release of the Request for Proposals (the "RFP") to procure the professional services described therein.
- D. In accordance with the CRDA's RFP released in August of 2013 and the Consultant's response thereto dated Oct 23, 2013 (the "Response"), and in accordance with CRDA

Resolution 13 - ~~4~~ adopted Nov 19, 2013, the CRDA, in consultation with DHS and the County, has selected the Consultant to provide the services as described in the RFP (the "Services").

E. The Consultant desires to accept the engagement to provide the Services, all as more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the CRDA and the Consultant, intending to be legally bound, hereby agree as follows:

1. Copies of the RFP and the Response are annexed hereto as Exhibits A and B, respectively. By this reference, the RFP and the Response are incorporated in and made a part of this Agreement as if set forth herein in full. Consultant acknowledges and agrees that this Agreement and Consultant's obligations hereunder are governed by federal and State laws. Without limiting the foregoing, U.S. Department of Health and Human Services, Administration for Children and Families Office of Community Services Division of State Assistance Social Services Block Grant Program Information Memorandum 01-2013 dated March 28, 2013, DHS Policy Circulars P2.01, P7.06, DHS Information Memoranda P99-2 and such other similar rules and/or regulations as, or to be, promulgated by DHS pertaining to the SSBG and the Pilot Project Funds (collectively referred to as the "Government Provisions") are incorporated into and hereby shall be made a part of this Agreement, by this reference. In case of a conflict or inconsistency between the provisions of the RFP and the Response, on the one hand, and this Agreement, on the other hand, the provisions of this Agreement shall govern to the extent of such conflict or inconsistency. In case of a conflict or inconsistency between the terms and conditions of the Government Provisions and this Agreement, the requirements of the Government Provisions shall govern to the extent of such conflict or inconsistency.

2. The Consultant, in consideration of the execution and delivery of this Agreement, agrees to render the Services, as more fully described in Section 2.0 of the RFP.

3. Compensation.

(a) The Consultant acknowledges and agrees that the SSBG is the sole and exclusive source of the Pilot Project Funds, which, subject to the terms and conditions of this Agreement, shall be used to pay for Services under this Agreement. The CRDA shall not have any obligation to use or reserve any other of its assets or revenues to pay for Services under this Agreement. The CRDA will make payment to the Consultant for services rendered at the rates, and under the terms and conditions, if any, set forth in Attachment 11 of the RFP, entitled, "Fee Schedule".

(b) The CRDA shall not be obligated or liable under this Agreement to any party, other than the Consultant, for the payment of any monies or the provision of any goods or services. The Consultant shall be obligated to indemnify, defend and hold the CRDA harmless pursuant to Section 14 hereof in the event of any such claim.

(c) As required by the County and/or DHS, the Consultant shall submit its invoice(s) for Services to the County and/or DHS for review. The CRDA shall remit payment to the Consultant within twenty (20) days of the receipt of written approval from the County and/or DHS. In the absence of any requirement from the County or DHS to review and approve Consultant's invoice(s), the CRDA shall remit payment to the Consultant within thirty (30) days of the receipt of such invoice(s), provided such invoice accurately and completely represents the work and amounts owing therein and is otherwise presented in accordance with this Agreement, unless the CRDA disputes the invoice.

4. The Consultant shall be responsible to comply with and abide by all applicable laws, statutes, regulations, ordinances and other similar requirements pertaining to its performance and obligations under this Agreement. Without limiting the foregoing, the Consultant shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder as more fully set forth in Attachment 8 of the RFP.

5. The Consultant represents and warrants, on behalf of itself and its employees, consultants, sub-consultants, contractors and subcontractors that:

(a) the Consultant and any employees, agents or contractors of Consultant rendering services hereunder, have, where applicable, all valid licenses required for the performance of services under this Agreement and will keep such licenses in effect for the duration of this Agreement. Consultant shall provide evidence of such licenses to the Government Entities upon request, and will notify the Government Entities within two (2) business days of any notification of suspension or pending revocation of any such license.

(b) the Services and the Consultant's performance thereof shall comply with any and all applicable laws, ordinances, rules and regulations of any and all governmental agencies, including the CRDA, having jurisdiction to impose such requirements; and

(c) it and they have the legal authority to enter into this Agreement and to perform the Services.

(d) (i) execution of this Agreement and performance of the Services will not violate any obligation to or rights of others including but not limited to, intellectual property rights such as patent, trademark, trade secret and copyright, under agreement or otherwise, and (ii) it knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with the Government Entities provided for herein.

(e) There is no action, suit or proceeding at law or in equity or by an governmental instrumentality or other agency now pending or, to the knowledge of the Consultant, threatened against or affecting the Consultant that, if adversely determined, would materially impair its right to carry on business substantially as now conducted and as contemplated under this Agreement, or to perform its obligations under this Agreement, or would materially adversely affect its financial condition, except those previously disclosed to the

Government Entities.

6. Consultant agrees that the Government Entities may execute contracts with other organizations or individuals for the same services described herein.

7. The CRDA represents and warrants that it has the authority to enter into, and will reasonably cooperate with the Consultant in accordance with the terms and conditions of, this Agreement.

8. The Consultant shall maintain a thorough and complete record of its performance of the Services hereunder, including, without limitation, hours worked under this Agreement and the reasonable business expenses incurred in connection with the Services (the "Records"). Consultant shall maintain and make available for inspection the Records during the term of the Agreement and for three (3) years from and after the Termination Date. The Government Entities or their designee shall have the right, upon reasonable notice, during normal business hours to audit, inspect and copy the Records. For purposes of this Section 8, "Consultant" shall include the Consultant and its sub-consultants, contractors and subcontractors. Without limiting the foregoing, the Consultant shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

9. The initial term of this Agreement shall commence on 12/12/13 and shall expire on 12/12/15, or earlier terminated as provided herein (the "Termination Date"), provided however, that the Agreement shall remain in full force and effect for any Services requested by the Government Entities prior to and performed by the Consultant after the Termination Date ("Post Termination Services"). CRDA may terminate the Agreement for any reason or no reason upon at least ten (10) days' prior written notice to the Consultant. Consultant shall be paid for work performed and accepted by the Government Entities until the close of business on the Termination Date, or, in the case of Post Termination Services, the date of the Government Entities' acceptance of such services.

10. (a) The Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. The Consultant will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the Government Entities prior to entering into, and during the term of, this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

(b) The Consultant warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the Government Entities any cash or non-cash gratuity or payment with view toward securing any business from the Government Entities or influencing such person with respect to the conditions, or performance of any agreements with or orders from the Government Entities,

including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between the Government Entities and the Consultant.

(c) Should a conflict of interest issue arise, the Consultant agrees to fully cooperate in any inquiry and to provide the Government Entities or their designee with all documents or other information reasonably necessary to enable the Government Entities or their designee to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the Government Entities may have.

11. The Consultant shall procure, and require its contractors and consultants to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the Government Entities of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The insurance carriers shall have a Best's rating of "A" or better and a Best's financial size of "VII" or larger. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least 45 days prior written notice to the CRDA by certified mail. The Government Entities shall be named as an "Additional Insured" on those policies required under subsections (a) and (b).

(a) Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) / \$2,000,000 aggregate, including products/completed operations and contractual liability insurance, which insurance shall include coverage for the liability assumed under section 2.0 of this RFP in an amount not less than \$1,000,000. The coverage to be provided under this policy shall be at least as broad as that provided by the standard, basic, un-amended and unendorsed comprehensive general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

(b) Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

(c) Workers Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

(d) Professional Liability (Errors & Omissions). Written on a "claims made" basis, with not less than \$2,000,000 for the Consultant and not less than \$2,000,000 for any licensed professional retained by the Consultant against any and all liabilities arising out of or in connection

with the negligent acts, errors or omissions of the Consultant, its licensed professionals, subconsultants, contractors or subcontractors.

The Consultant shall furnish to the Government Entities, within ten (10) days of the effective date of this Agreement, Certificates of Insurance, together with declaration pages, in a form satisfactory to the CRDA, evidencing that it has complied with this Section 11. The required Certificates of Insurance shall be filed with the CRDA and same will be made part of this Agreement. No work shall commence until the insurance requirements and certificates are provided to CRDA. Upon request, the Consultant shall furnish the CRDA with a certified copy of each policy itself, including the provisions establishing premiums.

12. Consultant shall not cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify the Government Entities with respect to this Agreement or any Parties' duties or benefits hereunder without prior written consent of the Government Entities, which may be withheld in their sole discretion.

13. By signing this Agreement, the Consultant certifies that the Consultant and any of its principals (a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Agreements by any public agency, and (b) have not, within a five-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government agreement or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

14. The Consultant will indemnify, defend and hold the Government Entities, and their respective officers, employees and members (collectively, the "Indemnitee") harmless from and against any and all allegations, causes of action and claims (whether threatened or pending), costs, expenses and fees (including reasonable attorneys' fees), awards, damages, judgments, liabilities (in law or in equity) and losses (collectively, the "Losses") to the extent caused by the Consultant's act, failure to act, or omission in its performance of the Services hereunder. Neither party shall be liable to the other for consequential, indirect, special or exemplary damages.

15. Consultant agrees that it will not, without prior written consent of the CRDA, disclose any confidential business information of the CRDA. Consultant hereby acknowledges that they have adopted policies for the protection of confidential information within their respective possession or control.

16. Provisions of this Agreement may be waived by the Government Entities only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The Government Entities' approval, acceptance use or payment for any part of the

Consultant's services shall not in any way alter the Consultant's obligations, nor waive any of the Government Entities' rights, under this Agreement.

17. If any change occurs in the legal entity of the Consultant's organization, the Consultant shall immediately report such change to the Government Entities.

18. While engaged in performance of this Agreement, the Consultant is an independent contractor and is not an officer, agent, or employee of the Government Entities. The Consultant is not entitled to benefits of any kind to which the Government Entities' employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The Consultant assumes full responsibility for the acts and/or omissions of the Consultant's employees or agents as they relate to performance of this Agreement. The Consultant assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to the Consultant and the Consultant's employees.

19. Reserved.

20. Neither the performance of this Agreement, nor any part hereof, may be assigned by the Consultant without the prior written consent of the Government Entities. The Consultant shall not subcontract any services hereunder without the prior written approval of the Government Entities. All subcontracted services, once approved, shall be billed by the Consultant at direct cost with no additional fees or markup.

21. All notices under this Agreement must be in writing and shall be delivered to the Party to which the notice is being served by: (a) certified or registered mail, return receipt requested, or (b) overnight courier service addressed to the Parties at their respective address set forth above.

22. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of New Jersey. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

23. Subsequent to the award of this Agreement, the Consultant merges with or is acquired by another firm, the successor entity shall submit the following documents to the CRDA: (a) corporate resolutions of the successor entity ratifying acceptance of the terms and conditions of this Agreements; (b) updated Ownership Disclosure Form for the successor entity; and (c) Political Contributions Disclosure form for the successor entity. The documents must be submitted to the CRDA within thirty (30) days of the completion of the merger or acquisition. Failure to do so may result in termination of this Agreement in accordance with the terms herewith.

24. This Agreement, together with the RFP and the Response, constitutes the entire agreement between the parties hereto, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties and approved as required by New Jersey law and CRDA policy. The Consultant shall set forth any and all exceptions to the terms and conditions hereof during the Question and Answer period allowed for by the RFP, which exceptions if accepted, in writing, by the CRDA, will serve to amend the Agreement in accordance herewith. This Agreement shall become effective and legally binding upon the signing of the Agreement by all parties hereto.

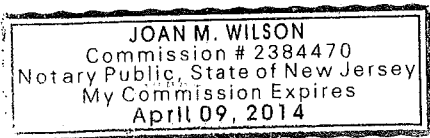
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized signatories as of the day and year first above written.

Witness: **CASINO REINVESTMENT DEVELOPMENT AUTHORITY**

By: Sharon D. Dickerson By: John F. Palmieri
 Name: Sharon D. Dickerson Name: John F. Palmieri
 Title: Staff Attorney Title: Executive Director
 Approved as to form by the CRDA law department: Sharon D. Dickerson

[Consultant: Complete and sign below]

Witness: Jewish Family Service of Atlantic County
 (Name of Consultant)
 By: Joan Wilson By: Andrea Steinberg
 Name: Joan Wilson Name: Andrea Steinberg
 Title: Assistant Controller Title: Executive Director



Attachment 1

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY
SIGNATORY PAGE**

REQUEST FOR PROPOSAL: Qualified Provider for the
Atlantic County Integrated Homelessness
Assistance Model

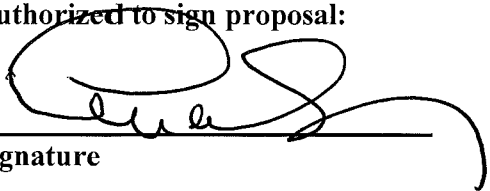
FOR INFORMATION: CRDA
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
609-347-0500

Name, Address, Phone, Facsimile number, Email and Contact person for respondent:

Jewish Family Service of Atlantic County
607 North Jerome Avenue
Margate, NJ 08402
Andrea Steinberg-asteinberg@jfsatlantic.org

SIGNATURE OF THE RESPONDENT'S AUTHORIZED REPRESENTATIVE ATTESTS THAT THE RESPONDENT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE SOLICITATION, INCLUDING, WITHOUT LIMITATION, THE TERMS AND CONDITIONS OF THE ATTACHED PROFESSIONAL SERVICES AGREEMENT (AS AMENDED DURING THE QUESTIONS AND ANSWERS PERIOD) AND ANY ADDENDA ISSUED. BY SIGNING BELOW, RESPONDENT AGREES TO HOLD ITS PROPOSAL FIRM FOR A PERIOD OF NO LESS THAN NINETY (90) DAYS FROM THE DATE OF PROPOSAL OPENING OR TO CONTRACT AWARD, WHICHEVER COMES FIRST. FAILURE OF THE RESPONDENT TO HOLD PRICES FIRM OR TO MEET OTHER TERMS AND CONDITIONS AS DEFINED IN THE SOLICITATION MAY RESULT IN THE RESPONDENT BEING SUSPENDED OR DEBARRED FROM CONTRACTING WITH THE CRDA.

**Name and Title of Person
Authorized to sign proposal:**



Signature

10/22/2013
Date