

(OB)

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CITY OF WOODBURY
(POLICE DEPARTMENT)

THIS CONTRACT is made effective the 22 day of May, 2023, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CITY OF WOODBURY (POLICE DEPARTMENT)**, with offices at 220 S. Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there is a need to provide funding for purchase of tee shirts for participating youth in an annual anti-bullying 5K run and walk, and a disc jockey to provide an opportunity for police to engage with the local community; 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 is for the period from April 1, 2023 to June 30, 2023. The one-day community engagement event is tentatively May 13, 2023.

2. COMPENSATION. The County agrees to compensate the Contractor in an amount not to exceed \$2,000.00, 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 28 day of May, 2023.

ATTEST:



Kimberly Larter,
Qualified Purchasing Agent

COUNTY OF GLOUCESTER



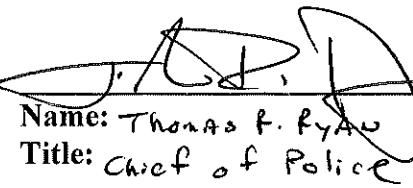
Tracey N. Giordano,
Treasurer/CFO

ATTEST:



Robert F. Ryan

CITY OF WOODBURY
(POLICE DEPARTMENT)

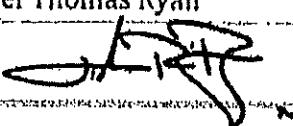


Name: Thomas F. Ryan
Title: Chief of Police

ATTACHMENT A

COUNTY OF GLOUCESTER 2023
YOUTH SERVICES COMMISSION, DIVISION OF HUMAN & SPECIAL SERVICES

Service Category Applying For	Prevention Programming		
Incorporate Name of Applicant	Woodbury City Police Department		
Type:	<input type="checkbox"/> Public School	<input checked="" type="checkbox"/> Local government	<input type="checkbox"/> Non-Profit
Federal I.D. Number:			
Address of Applicant:	220 S Broad St, Woodbury, NJ 08096		
Address of Service(s):	Lot 323 @ 115 S Broad St, Woodbury, NJ 08096		
Contact Person and Phone #:	Cpl. Ryan Alcott 856-845-0065 Ext. 121		
Total Dollar Amount Requested:	\$2,000		
Total Number of Unduplicated	One Day Community Engagement Event		
Email address of contact person (required): <u>raleott@woodburypd.com</u>			
<p>Brief Description of Proposed Services: programming. The Woodbury City Police Department is requesting funding for our annual Anti-Bullying 5K run, walk and roll. The event will shed light on youth bullying and provide an opportunity to engage the local community and surrounding areas.</p>			

Authorized Voucher Signature: Name/Title	<u>Chief Thomas Ryan</u>
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.

The mission of the Woodbury City Police Department is to consistently seek and find ways to affirmatively promote, preserve and deliver a feeling of security, safety and quality of services to members of our community.

B) Specific Project/Program

Describe the service component for requested funds.

The Woodbury City Police Department is requesting funding for our annual Anti-Bullying 5K run, walk and roll. The event will shed light on youth bullying and provide an opportunity to engage with our community. The headquarters for the event will be Lot 323 and the course will be designed within the immediate area. This event will be scheduled for May 2023. The funding requested will assist with course mapping, t-shirts for those participating in the run, walk and roll, and a disc jockey. We are looking to have at least 10-15 regional service providers attend for the public to access resource information.

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) of youth in Gloucester County.

According to the NJ Department of Education, 2020-21 data, there were 3,151 total unique school incidents with 1,467 incidents of HIB and 728 of violence in the state of NJ. This data also suggests that leading factors for Harassment/Intimidation/Bullying are race, sexual orientation and gender. While combating bullying should be looked at as a national issue we feel the responsible to play our part and engage with our local community of the topic. The event will allow us to both bring awareness, engage with our local community while providing resources.

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 overall goal is to bring awareness within our local community and the importance of injecting programing and other safety measure that address the issue of HIB moving

forward. Those participating in the 5K, will bring in sponsorship funding that will be used as a step in this direction. The goal is to support local resources already doing the work as well as looking into new pilot programming that may be needed.

F. JUSTIFICATION

1. Why is this program important to the community?

By establishing relationships with your community members and opening up the lines of communication, not only will it increase the public's trust level with law enforcement, in some cases, it will encourage community members to help in the fight to lower crime rates through community policing. Furthermore, a focus on preventing bullying is important, as it promotes positive actions such as kindness, acceptance, and inclusion. In some cases, bullying can lead to devastating consequences, such as school/neighborhood crisis and mental health challenges. Lastly, it is important for the community providers, already addressing the topic to be supported with both funding and the opportunity to discuss with the public their efforts/service confronting HIB.

II. PROJECT/PROGRAM ADMINISTRATION / STAFFING

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

The operation will be overseen by Woodbury City Police Department Chief Tom Ryan and coordinating the event will be Cpl. Ryan Alcott.

III. PROJECT DURATION:

A) Identify program funding period.

This will be a one-day event; however, the purchase of event supplies and mapping may have to be completed before the event day of May 13, 2023.

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?

The event is both looking to service sponsored 5K run, walk and roll participants and well as the local community (youth and families) of Woodbury and surrounding areas of Gloucester County.

B) List eligibility criteria.

All 5K participants will pre-register to participate in the run, walk and roll. The resource portion of the event is open to the public.

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

Gloucester County, NJ

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).

The event will be advertised through word of mouth, social media and news outlets allowing those that are looking to participate access to register as a participant. The remaining components (networking/resources) of the event are open to the public.

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.)

N/A

VI. HOURS OF SERVICE/PROGRAM ACCESSIBILITY:

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

The event will be held on May 13, 2023, at Lot 323, in Woodbury NJ, from 8am to 2pm.

B) Describe how applicant would accommodate persons with disabilities.

The event will be held in an outdoor park.

VII. LEVEL OF SERVICE:

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

We are looking to provide service to the entire city of Woodbury and surrounding areas in Gloucester County.

VIII. DATA COLLECTION

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

Record keeping will be in the form of providing receipts for approved purchases based on the agreement with the County. Outcomes such as the number of participation and an estimate of community member attending for resources will be tracked and also forwarded to the YSC.

B) Specify staff responsible for the plan.

Cpl. Ryan Alcott will be the main contact for the YSC and the coordinator of the event.

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

Site Location: Lot 323 Woodbury, NJ (One Day Event)

Occasion May 13, 2023 8am -2pm

Dates

Gloucester County Youth Services Commission

I. BUDGET EXPENSE SUMMARY

AGENCY NAME: Woodbury City Police Anti-Bullying 5K TIME FRAME May 13, 2023

BUDGET CATEGORY	STATE / COMMUNITY PARTNERSHIP GRANT (SCPG)
PERSONNEL A. Salary	0
B. Materials / Supplies/Consulting	2000
C. GEN. & ADM. (G&A) Cost Allocation	0
D. Total Operating Costs	
E. Funding Request	2000

II. BUDGET JUSTIFICATION

(Explain Categories A through D)

B) Material / Supplies

Funding will provide support in the form of course mapping, the purchase of t-shirts for those participating in the 5K, and a disco Jockey. (\$2,000)

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 request.

The Coordinator of the event will ensure that the YSC Administrator receives all receipts for purchasers approved for funding. This included the mapping, t-shirts for 5K participants and a disc jockey. Outcomes regarding the number of 5K participants, resource providers and rough estimate of youth and families in attendance will be used as an outcome measure.