

5/8/24

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
FRANCHISE SSC, LLC**

THIS CONTRACT is made effective the 8th day of May, 2024, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 S. Broad Street, Woodbury, New Jersey, 08096 (hereinafter referred to as "**County**"), and **FRANCHISE SSC, LLC**, of 103 E. Military Drive, National Park, New Jersey 08063, (hereinafter referred to as "**Vendor**").

RECITALS

WHEREAS, the Gloucester County Department of Parks & Recreation has a need to contract for development and implementation of a Summer Sports Skills Camp Program at James G. Atkinson Park, as per RFP-24-017; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract and Vendor's bid submission.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the one-year period May 8, 2024 to May 7, 2025.
2. **COMPENSATION.** Under the terms of this Agreement, individual participants in the Summer Sports Skills Camp Program at James G. Atkinson Park shall register and pay Vendor directly for contracted services. There is no cost to County.
3. **DUTIES OF VENDOR.** The specific duties of Vendor shall be as set forth in RFP-24-017, which is incorporated herein and made part of this Contract by reference. Should a conflict occur between this form of Contract and the bid documents, the bid documents shall prevail.

Vendor 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.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, Vendor agrees as follows:

Vendor 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. Vendor 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. Vendor 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.

Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, 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.

Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Vendor 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.

Vendor 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 Vendor 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, Vendor 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.

Vendor 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 Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications RFP-24-017, which is specifically referred to and incorporated herein by reference.

B. If Vendor 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 Vendor'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, Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, County shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor under this Contract, shall be forthwith delivered to County.

D. County may terminate this Contract for public convenience at any time by a notice in writing from County to Vendor. If the Contract is terminated by County as provided herein, Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, Vendor or subcontractor, where applicable, shall not be relieved of liability to County for damages sustained by County by virtue of any breach of the Contract by Vendor, and County may withhold any payments to Vendor for the purpose of set-off until such time as the exact amount of damages due County from Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to County and no obligation on County's part to the assignee shall arise, unless County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend County against any third-party claim, loss, liability, expense (specifically including but not limited to costs, reasonable counsel fees and/or reasonable experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of Vendor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors, or from Vendor's failure to provide for the safety and protection of its employees, or from Vendor's failure to perform pursuant to the terms and provisions of this Contract. Vendor'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.

9. **INSURANCE.** Vendor 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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to County. Vendor 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. 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. Vendor 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 County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This Contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This Contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the Contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the Contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the Contract is awarded.

11. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. 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 either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

13. METHODS OF WORK. Vendor 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 County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, 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. 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 County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Attachment/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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

19. **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.

20. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of County.

21. **CONFIDENTIALITY.** Vendor 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 County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.


23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as RFP-24-017, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between

either this form of Contract or specifications and the bid package, then this Contract and the specifications shall prevail.

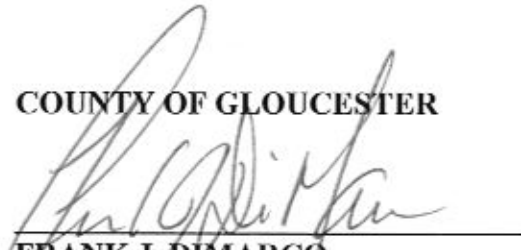
THIS CONTRACT is made effective the 8th day of May, 2024.

IN WITNESS WHEREOF, the County of Gloucester has caused this instrument to be signed by the Director of the Board of Commissioners and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

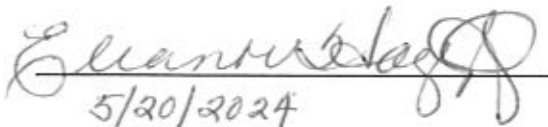
ATTEST:


LAURIE J. BURNS,
CLERK OF THE BOARD


COUNTY OF GLOUCESTER


FRANK J. DIMARCO,
DIRECTOR

ATTEST:


5/20/2024

FRANCHISE SSC, LLC


FRANK ALLOWAY,
AUTHORIZED REPRESENTATIVE

ELEANOR HAGERTY
Notary Public, State of New Jersey
ID # 2380135
My Commission Expires 10/02/2024

Franchise SSC LLC

Frank Alloway
103 E. Military Dr.
National Park, NJ 08063
(856) 264-8218
fja0033@yahoo.com

April 01, 2024

RFP #24-017 (Sports Skills Camp)

B. Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned....

Franchise Sports Skills Camps (hereinafter Franchise SSC) is seeking approval to operate the 2024 Summer Sports Skills Camp located at James G. Atkinson Park.

FranchiseSSC is a company geared towards exposing children to various sports such as baseball, soccer and basketball, teaching the children basic skills of those sports and/or improving skills that some of the children may already have developed. Our targeted age group is children ages 3 through 10 years old. By introducing young children to sports and expanding upon skills they already have, confidence in their athletic ability grows generally resulting in their desire to continue participation in athletic activities thereby transitioning the children from a sedentary lifestyle to one that is healthy and active. Franchise SSC's mission is to teach the fundamentals of various sports, encourage an active healthy lifestyle and most of all to have fun.

Franchise SSC will be led by Frank Alloway. Mr. Alloway has been a certified physical education teacher in the state of New Jersey for 24 years, teaching age-appropriate sports skills to children at the elementary and middle school levels. Mr. Alloway is certified in CPR and the use of an AED. Mr. Alloway has led County summer sports camps for 3 years, as well as developed and ran summer baseball camps for 16 years.

The camp staff have expertise and experience in athletics and instructing young children. The staff consists of school teachers and college athletes. All staff will be required to submit to a criminal history background screening and shall only be permitted to work for Franchise SSC if the criminal history background screening yields the appropriate result.

C. Relevance and Extent of Similar Engagements Performed

As owner and lead instructor, Mr. Alloway's experience in sports camps has allowed him to develop a successful camp format and curricula. Mr. Alloway has lead the Summer Sports Skills Camp in Gloucester County (Liz Gibbs) for 3 years where he was the head lead instructor,

which among other tasks and responsibilities, included planning the daily agenda and skills lessons for the other instructors. Additionally, Mr. Alloway developed and ran the Gateway Regional High School Summer Baseball Camp (Mike DiCicco 609-970-8860) for 15 years which was an absolute success resulting in many of the same children along with new children attending year after year.

D Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability

Franchise's SSC at James Atkinson Park will consist of four (4) one-week camps. Children may attend for one week or attend multiple weeks. Camp will run weekly from Monday through Thursday from 9am until 12pm. The parent/child group (children age 3/4) is divided into two groups with the first attending from 9am until 10:30am and the second group attending from 10:30am until 12pm. Friday will be reserved for a make-up day in the event of inclement weather. The tentative dates for the camp are: June 24th-27th, July 8th-11th, July 15th-18th, and July 29th-August 1st.

In the event of inclement weather, parents and/or guardians will be notified electronically if camp is canceled or ending early. If camp needs to be ended early parents will be directed to pick up their child at a predetermined location.

Franchise SSC focuses on the basic fundamentals of baseball/softball, soccer, and basketball with a big emphasis on "FUN". This is a camp that any child can participate in with no experience, without fear of not doing well. All equipment will be provided by Franchise SSC. Children will be required to bring their own drink for hydration and a small snack.

******Typical day at the Camp******

- Campers will meet their coach and volunteer aide each morning for attendance.
- Warm up and stretch with their group at designated locations.
- Practice basketball skills and drills for 45 minutes (Groups will rotate)
- Practice soccer Skills and drills for 45 Minutes (Groups will rotate)
- 10-15 minute snack break
- Finish with baseball/softball skills and drills for 45 minutes.
- Dismissal; Coaches will keep a log of the children in attendance and verify that each child has been picked up each day.
- ** On the last day of camp, each camper will receive an award that highlights one of their strengths.

E. Reasonableness of Cost Proposal

Children aged five (5) through ten (10) years old: \$180.00 per week for each individual camper (based on average cost of other local camps). Families with multiple children attending will pay \$180.00 for the first child and \$160.00 for each additional child.

Children age three (3) through four (4) years old "Parent/Child Group": \$90.00 per camper per week (partner must be 18+ if parent is not present).

Refund policy: If two full days of camp are held, no refund will be issued. If less than two full days of camp are held due to inclement weather, parents will be given a partial refund or, if there

Is available space, and the parent desires, their registration fee will be carried forward for a future week of camp for the number of days missed due to the weather.

Should you require any additional information or wish to speak with me, please do not hesitate to contact me. Thank you for your consideration.

Sincerely,
Frank Alloway
Owner Operator
Franchise's Sports Skills Camp

A handwritten signature in black ink, appearing to read 'F. Alloway', with a long horizontal flourish extending to the right.