

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER AND
THE SECOND PENNSYLVANIA REGIMENT &
THE 43rd REGIMENT OF FOOT, INC.**

THIS CONTRACT is made effective this 20 day of Sept. 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with principal offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **THE SECOND PENNSYLVANIA REGIMENT & THE 43rd REGIMENT OF FOOT, INC.**, with correspondence sent c/o Dave Moorhead, Treasurer, 109 Davenport Road, Kennett Square, PA 19348, hereinafter referred to as "**Contractor.**"

RECITALS

WHEREAS, the County, through the Department of Parks and Recreation, is planning a battle re-enactment at its 18th Century Field Day, to be held at Red Bank Battlefield, National Park, New Jersey on October 21, 2018; and

WHEREAS, the Contractor, as well as several other Revolutionary War re-enactment units, have negotiated a Contract with the County for participation in its 18th Century Field Day activities; and

WHEREAS, the Contractor will coordinate all military units involved in re-enactment activities during the County's 18th Century Field Day; and

WHEREAS, the Contractor represents that it is qualified to perform the said re-enactment and coordination of services, and desires to so perform pursuant to the terms and provisions of this Contract and pursuant to terms of Requisition R5-06948.

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.** Contractor shall perform two (2) re-enactments at the County's Red Bank Battlefield in National Park on October 21, 2018 at the Annual 18th Century Field Day.

2. **COMPENSATION.** Contractor shall be compensated the total contact amount of **Four Thousand Seven Hundred Dollars (\$4,700.00)** upon completion of the two (2) performances. The County will provide a bag lunch on the re-enactment date for all participants of the re-enactment.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

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 labor and materials furnished, under this Contract.

3. **DUTIES OF CONTRACTOR.** Contractor shall perform two (2) complete tactical re-enactment demonstrations on Sunday October 21, 2018. The first re-enactment will be held at 11:00 a.m., and the second at 2:00 p.m. In the event the Contractor is late with respect to this date or time, both parties agree that the County may deduct from any compensation to be paid hereunder an amount equal to any damages the County may incur as a result of such lateness.

The re-enactment services to be performed shall be performed rain or shine, unless the County shall notify the Contractor within twelve (12) hours of the time of the first re-enactment that said performance is either cancelled, or postponed to another date.

Contractor shall cause every "Safety Officer" for every Unit participating in the re-enactments to sign the attached "Statement of Battle Re-enactment Safety Officer". All signed Statements shall be returned to the County at least five (5) days prior to the date of the re-enactments.

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 this Contract as negotiated with the County. Should any conflict occur, this Contract shall prevail.

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 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.

5. LICENSING AND PERMITTING. If the Contractor, or any of its subcontractors, agents, servants or employees, 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 work, labor or 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 such current licenses and permits required to operate in the State of New Jersey, which said licenses 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 permit held by Contractor, or any of its subcontractors, agents, servants or employees.

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

A. Pursuant to the termination provisions set forth in the Bid Documents or RFP, whichever the case may be, specifically referred to, and incorporated herein by reference.

B. If Contractor, or subcontractor where applicable, is required to be licensed in order to perform the work, labor or 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, or subcontractor's where applicable, 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 its obligations under this Contract, or if the Contractor, or subcontractor where applicable, 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. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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. **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 or subcontractor shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor, or subcontractor where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County 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 or subcontractor'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, or where applicable subcontractor's, failure to provide for the safety and protection of its employees, or from Contractor's or subcontractor'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 Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall maintain general liability insurance coverage in the minimum amount of \$500,000 for the above described event as well as all other necessary and appropriate insurances related to special events of this nature occurring on County owned property, and, further, agrees to name the County of Gloucester as additionally insured for each event. Such insurance coverages shall be in amounts and with carriers deemed satisfactory by County, and 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.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the work, labor or service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by the 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.

11. **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.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, labor or services hereunder it shall employ such methods or means as will not cause any interruption or interference with the operations of the County, or infringe on the rights of the public.

13. **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.

14. **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.

15. **CHANGES.** This Contract may be modified by approved written 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 written 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.

16. **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.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor 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 Contractor's work, labor or services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

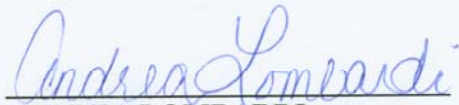
19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel, or upon prior approval of the County.

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

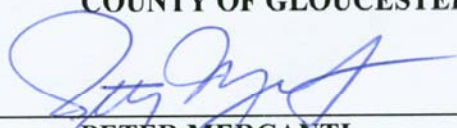
THIS CONTRACT is effective as of this 20th day of Sept, 2018.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code, has executed this Contract and Contractor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

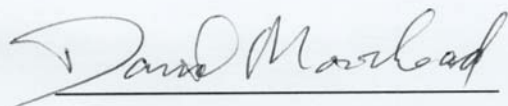

ANDREA LOMBARDI,
PRINCIPAL CLERK

COUNTY OF GLOUCESTER

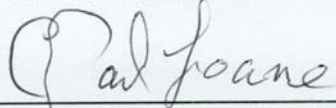

PETER MERCANTI,
PURCHASING AGENT

ATTEST:

SECOND PENNSYLVANIA REGIMENT &
43rd REGIMENT OF FOOT, INC.



BY:


C. PAUL LOANE, COMMANDER

STATEMENT OF BATTLE RE-ENACTMENT SAFETY OFFICER

I, Gene Brosius, will be serving as a Safety Officer for the
20 PA/43rd of Foot Unit, which is a Member Unit of the
Continental Line, at the battle re-enactments that will take place at the 18th Century Field Day at Red
Bank Battlefield, National Park, N.J., on October 21, 2018.

As such, I acknowledge that I am thoroughly knowledgeable of the Continental Line Safety
Standard and Guide to Black Powder (the "Safety Guide"), as required for the safe use of any
muskets/weapons and/or artillery pieces that may be used as part of contracted performance. I affirm that,
as required in the Safety Guide, I have signed a statement declaring such responsibilities.

As Safety Officer for the 20 PA/43rd of Foot Unit, I
acknowledge the aforesaid responsibilities, and I will ensure that all battle re-enactments performed
during the 18th Century Field Day to be held at Red Bank Battlefield, National Park, N.J., on October 21,
2018 involving weaponry, will, at all times, be in compliance with the Safety Policy, as to black powder
use in both infantry and cannon unit demonstrations.

Dated: September 13, 2018

Witness:

David Mankord

Gene Brosius
Safety Officer [print name]