

COP 384

**CONTRACT BETWEEN  
WEST JERSEY TITLE AGENCY  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **November, 2021**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, located at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and **WEST JERSEY TITLE AGENCY**, with an office at 15 South Main Street, Woodstown, New Jersey 08098, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, the County has a need for the provision of title work and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of County Commissioners; and

**WHEREAS**, the 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.** This Contract shall be effective for the period of one (1) year, commencing November 1, 2021 and concluding October 31, 2021.
2. **COMPENSATION.** Contractor shall be paid based upon the unit prices, as set forth in the Contractor's proposal, which is attached hereto as Exhibit "A" (hereinafter the "Proposal"), and which is a part of this Contract. The Contract shall be paid for the units of service in an amount not to exceed \$17,000.00. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term and the County is not obligated to spend that amount.

This is an open-ended contract, so the County is not required to make any purchase hereunder.

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 the Proposal which is incorporated and made part of this Contract as Exhibit "A", together with the Program Specifications (hereinafter the "Specifications") issued to the Contractor by the County in connection with this Contract, which are attached hereto as Exhibit "B", and incorporated into and made a part of this Contract. Contractor shall not perform any services for the County under this Contract unless and until it shall receive written notice from the County requesting specific services.

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 Specifications issued by the County, if any, 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. 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. 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, 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 Company 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.** Attached hereto and incorporated herein is an Exhibit "A" consisting of one (1) page, which provides details of the Contractor's obligations, including, but not limited to, reporting requirements, record keeping and the like. Also incorporated herein are the Specifications issued by the County in connection with this Contract, which is one (1) page, and is attached hereto as Exhibit "B". If there is a conflict between the Exhibit "A" and the Specifications, the Specifications will control. If there is a conflict between the Exhibit "A" or the Specifications and this Contract, then this Contract will control.

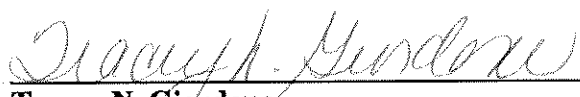
IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

THIS CONTRACT is dated this 31<sup>st</sup> day of Jan, 2021.

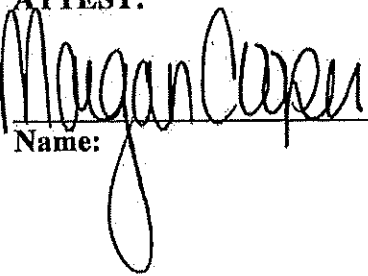
ATTEST:

  
\_\_\_\_\_  
Kimberly Larter,  
Qualified Purchasing Agent

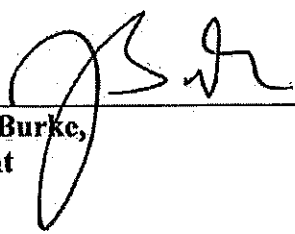
COUNTY OF GLOUCESTER

  
\_\_\_\_\_  
Tracey N. Giordano,  
Treasurer/CFO

ATTEST:

  
\_\_\_\_\_  
Name:

WEST JERSEY TITLE AGENCY

  
\_\_\_\_\_  
John D. Burke,  
President

# **EXHIBIT A**

**PROGRAM SPECIFICATIONS - TITLE SERVICES**

Vendors must indicate a price for title work services based on the following conditions:

1. Total fee for title search, insurance, recording fees, and settlement fees for 1 (one) farmland, open space, engineering, or other unspecified project, at 50-acres, at a price of \$550,000 for the property:  
\$2,117.50 (vendor's price).

The above quote should be inclusive of the following items:

- a. Owner's Title Policy
- b. County Search and Examination Fee
- c. Tax Search Fee
- d. Survey Endorsement Fee
- e. Upper Court Search Fee
- f. Settlement Notice
- g. Tidelands Search Fee
- h. Settlement Closing Costs
- i. County Clerk Recording Fees

In addition, the proposer must demonstrate the ability to:

A. Meet all items as per the following requirements:

1. Well-equipped office with adequate resources to efficiently complete title reports, title insurance and settlements on large scale.
2. Meet all requirements as indicated in N.J.S.A. 4:1C-31, N.J.A.C. 2:76 - 1.1 et al. for the Farmland Preservation Program.
3. Meet all requirements as per N.J.S.A. 13:8C 1-43, N.J.A.C. 7:36 - 1.1 et al. for the Green Acres Programs.
4. The vendor also agrees to perform any required revisions to any and all worked performed as directed by the New Jersey State Agriculture Development Committee (SADC), Green Acres, and/or any other applicable State agency upon their review of the same.

Vendors also agree to provide appropriate responses and/or corrections for any and all worked performed if said work generates questions from the respective applicant(s), the New Jersey State Agriculture Development Committee (SADC), Green Acres, and/or any other applicable State agency. These responses and/or corrections will be provided to the County at no costs regardless of when the applicable eligible party requests them; even if this occurs after a vendor's contract term has expired.

Vendors also agree to provide any and all documents and/or services necessary for properties that are encumbered by blanket utility easements with Atlantic City Electric, specifically USEM agreements and survey packages related to the same. Vendors will be required to transport and deliver these documents to the Gloucester County Clerk's Office immediately after settlement and ensure they are recorded as per SADC requirements. The costs for these additional services are to be incorporated into the vendor's project invoice.



# **EXHIBIT B**

**PROGRAM SPECIFICATIONS - TITLE SERVICES**

Vendors must indicate a price for title work services based on the following conditions:

1. Total fee for title search, insurance, recording fees, and settlement fees for 1 (one) farmland, open space, engineering, or other unspecified project, at 50-acres, at a price of \$550,000 for the property:  

---

(vendor's price).

The above quote should be inclusive of the following items:

- a. Owner's Title Policy
- b. County Search and Examination Fee
- c. Tax Search Fee
- d. Survey Endorsement Fee
- e. Upper Court Search Fee'
- f. Settlement Notice
- g. Tidelands Search Fee
- h. Settlement Closing Costs
- i. County Clerk Recording Fees

In addition, the proposer must demonstrate the ability to:

A. Meet all items as per the following requirements:

1. Well-equipped office with adequate resources to efficiently complete title reports, title insurance and settlements on large scale.
2. Meet all requirements as indicated in N.J.S.A. 4:1C-31, N.J.A.C. 2:76 - 1.1 et al. for the Farmland Preservation Program.
3. Meet all requirements as per N.J.S.A. 13:8C 1-43, N.J.A.C. 7:36 - 1.1 et al. for the Green Acres Programs.
4. The vendor also agrees to perform any required revisions to any and all worked performed as directed by the New Jersey State Agriculture Development Committee (SADC), Green Acres, and/or any other applicable State agency upon their review of the same.

Vendors also agree to provide appropriate responses and/or corrections for any and all worked performed if said work generates questions from the respective applicant(s), the New Jersey State Agriculture Development Committee (SADC), Green Acres, and/or any other applicable State agency. These responses and/or corrections will be provided to the County at no costs regardless of when the applicable eligible party requests them; even if this occurs after a vendor's contract term has expired.

Vendors also agree to provide any and all documents and/or services necessary for properties that are encumbered by blanket utility easements with Atlantic City Electric, specifically USEM agreements and survey packages related to the same. Vendors will be required to transport and deliver these documents to the Gloucester County Clerk's Office immediately after settlement and ensure they are recorded as per SADC requirements. The costs for these additional services are to be incorporated into the vendor's project invoice.