

CONTRACT
THE COUNTY OF GLOUCESTER
AND
SOUTH JERSEY TOURISM CORPORATION
d/b/a
VISIT SOUTH JERSEY

THIS CONTRACT is made by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "County", and **South Jersey Tourism Corporation**, d/b/a **Visit South Jersey** with offices at 250 South Park Drive, Haddon Township, NJ 08108, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need by the County for marketing, design and creative layout for various County projects; including but not limited to *Shop Gloucester County*, Gloucester County tourism projects, regional economic programs and other projects as needed, for use by the County's Economic Development Department; and

WHEREAS, the Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contact.

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 OF SERVICES. The term of this Contract is from the date of signing below through the **31st day December, 2022**.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's scope of work dated under the heading "Visit South Jersey" (hereinafter the "Proposal" and attached to said contract), which was submitted in response to the County's Request. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed **\$17,400.00**

Any printing or hard cost outside of the design and creative will be billed directly to the Department, after receipt of 3 quotes from approved vendors (or as required by the department)

Contactor 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.

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 are as set forth in the Proposal identified in Paragraph 2 above, which is incorporated by reference 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 the Contract to comply with, all of the requirements set out in the Proposal.

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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which

license 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 the 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 and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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. 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract 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, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which 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.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which 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 expenses 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. 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.

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

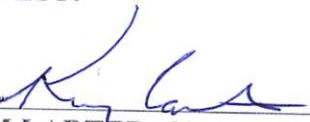
18. CONTRACT PARTS. This Contract consists of this Contract document and the Contractor's Proposal. Should there occur a conflict between this form of Contract and the Proposal, this Contract shall prevail.

THIS CONTRACT is dated this 4 of May, 2022.

IN WITNESS WHEREOF, signatory authority is established:

- (i) for the County pursuant to N.J.S.A. 40A:11-3(a), with the requisite Resolution adopted by the Gloucester County Board of Chosen Freeholders on January 23, 2019 authorizing the Chief Financial Officer to execute and the Qualified Purchasing Agent attest to this instrument; and
- (ii) for the Contractor by having caused this instrument to be signed and witnessed by its authorized representatives.

ATTEST:



KIM LARTER, QPO

COUNTY OF GLOUCESTER



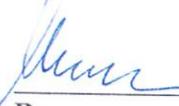
TRACEY GIORDANO, CFO/
COUNTY TREASURER

ATTEST:



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S.J. TOURISM CORPORATION
d/b/a VISIT SOUTH JERSEY



By:



South Jersey Tourism Corporation • 250 South Park Drive • Haddon Township, NJ 08108 • (856) 757-9400

The Official Destination Marketing Organization for Burlington, Camden, Gloucester and Salem Counties, and the Outer Coastal Plain AVA

January 1, 2022 – December 31, 2022.

Proposal Scope of Work – Prepared for Gloucester County

Gloucester County's membership in South Jersey Tourism Corporation will provide extensive benefits to Gloucester County and its hospitality and tourism constituents. In a broader sense, this inclusion also directly benefits the residents and visitors who can take advantage of the diverse array of experiences that South Jersey has to offer. South Jersey Tourism Corporation breaks down communication barriers and enhances networking between your tourism assets, organizations, and government entities. South Jersey Tourism Corporation and its partners will provide the same level of award-winning service in destination marketing strategy, tourism asset development, and marketing communications that we provide for our valued member-counties and the Outer Coastal Plain AVA (Wine Region) and its trails.

This includes many direct benefits and activities:

- Quarterly Meetings with Gloucester County to review strategic marketing plans for the County and discuss upcoming events and focuses.
- On-call marketing assistance as needed for County related events and priority.
- Continued focus on Gloucester County's major tourism assets, including and not limited to the Jean and Ric Edelman Fossil Park at Rowan University, Red Bank Battlefield, DREAM Park, Gloucester County events and the many wineries throughout our partnership with the Two Bridges Wine Trail. In addition, South Jersey Tourism Corporation will assist in promotion and marketing of DREAM Park. This includes visitor guide distribution and inclusion in trade show positioning (regional and national conventions targeting new leisure and business visitors).
- Organize and manage, with the assistance of Gloucester County leadership, a media tour to promote county assets in 2021. (rescheduled from 2020)
- Social Media Focus on County-sponsored events, County businesses and organizations that have a tourism focus and meets the strategic marketing plans of both South Jersey Tourism Corporation and Gloucester County. (min. 52 posts per years)
- One year of Banner Advertising on www.visitsouthjersey.com for either Gloucester County or a targeted tourism destination of the county. The banner ad can be changed out periodically to meet the marketing needs of the County. Design can be provided by South Jersey Tourism Corporation's marketing partners (Spark Creative Group) or be provided by Gloucester County.
- Banner Advertising on South Jersey Tourism Corporation's weekly email blast that have a tourism focus and meets the strategic marketing plans of both South Jersey Tourism Corporation and Gloucester County.
- (1) Full Page Ad Placement in the South Jersey Tourism Corporation Visitors Guide or (2) 1/2 Page Ad Placements in the South Jersey Tourism Corporations Visitors Guide
- Total Proposal Value: \$39,500

Total Proposal Requested: \$17,400

As our county partners value, South Jersey Tourism Corporation has been one of most successful DMOs in the state. Since reorganizing in 2010 with a focus on wine and culinary tourism, South Jersey Tourism Corporation has helped to increase regional tourism expenditures by about 35%, or \$779 million – outpacing the rest of the state's expenditures in 2018, and Gloucester County achieved the 2nd highest rate of growth. As the region comes out of the COVID-10 pandemic, it's never been more important to market and promote Gloucester County's assets and local businesses.

South Jersey Tourism Corporation is grateful for the opportunity to continue to serve the growing tourism assets in Gloucester County. In recognition of this partnership, South Jersey Tourism Corporation would welcome annual financial support from Gloucester County at \$17,400.

Looking forward to our continued success and future together.

Cheers,

A handwritten signature in blue ink, appearing to read "Michael P. Snyder".

Michael P. Snyder
Director of Operations
South Jersey Tourism Corporation

Thomas Bianco
Director of Economic Development
County of Gloucester

A handwritten signature in blue ink, appearing to read "Michael P. Snyder".

Michael P. Snyder
Director of Operations
South Jersey Tourism Corporation

Date: 1/15/22