

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
SPARK CREATIVE GROUP LLC**

THIS CONTRACT is made effective the 1st day of January, 2022, 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 **Spark Creative Group, LLC**, with offices at 647 Haddon Avenue, 2nd Floor, Collingswood, 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 Department of Economic Development, hereinafter referred to as "Department"; and

WHEREAS, the Contractor represents that it is qualified to perform the said required services, and desires to 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. CONTRACT LENGTH. The term of this Contract is through December 31, 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 which was submitted in response to the County's request. The Proposal is incorporated into, and made part of this Contract, by reference, where it is consistent with this Contract. Under the terms of this Contract the Contractor shall be paid an amount not to exceed \$10,000.00, billable at \$105.00 per hour.

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

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher which 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. 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 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 by reference in its entirety, and made a part of this Contract, to the extent it is consistent with the terms 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. 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.

B. 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.

C. 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.

D. 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.

E. 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 day 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 Commissioners 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 authorized representatives.

ATTEST:



KIMBERLY LARTER, QPA

COUNTY OF GLOUCESTER



TRACY N. GIORDANO, CFO/
COUNTY TREASURER

ATTEST:



SPARK CREATIVE GROUP LLC



CHRISTOPHER V. ROCCO,
MANAGING PARTNER



smArt Direction



Gloucester County Department of Economic Development
Prepared by Spark Creative Group
For Tom Bianco, Director

Proprietary Notice: This document and its contents are proprietary to Spark Creative Group, LLC. No portion of this document may be accepted or distributed in any form to a third party without the express written permission of Spark Creative Group, LLC.



Spark Creative Group T / 856 . 854 . 2647
 647 Haddon Avenue / Floor Two F / 856 . 368 . 2051
 Collingswood, NJ 08108 www.spark-creative.net

Agreement

Account Management

The development effort for this project will have the following role and position assignments:

<i>Spark Creative Group:</i>	<i>Gloucester County Department of Economic Development:</i>
Lead Design Consulting	Client Guidance
Creative Team	Budgeting Decisions
Project Management	Authorizations and Approvals
Printing Management	

Client will make all key personnel aware of the overall effort and objectives for this project and obtain necessary cooperation for required key personnel interviews.

Payment Schedule

<i>Milestone</i>	<i>Date</i>	<i>Amount</i>
Retainer Balance January 1, 2022 - December 31, 2022 (billed hourly at \$105.00 per hour)	TBD	\$10,000

- Fees for additional monthly services will be billed separately as incurred
- This proposal is valid for 30 days from its issue
- Compensation and billing terms are detailed in the Firm Services Agreement
- All printing, production and media must be paid at time of purchase unless otherwise negotiated by SCG

Terms & Conditions

The terms and conditions of this proposal and all future work performed for the Client are described fully in the Firm Services Agreement.

Signature Block

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of the date first above written.

Signing for Firm:


 Chris Rocco
 Spark Creative Group, LLC

Signing for Client:

 Thomas Bianco
 Gloucester County Department of
 Economic Development

Date:
 4/15/22

Date:



Spark Creative Group
 647 Haddon Avenue / Floor Two
 Collingswood, NJ 08108

T / 856 . 854 . 2647
 F / 856 . 368 . 2051
 www.spark-creative.net

Client Background

Gloucester County Department of Economic Development will foster public/private partnerships in order to create an environment of sustainable growth through retaining expanding and attracting quality of businesses by developing an educated/trained workforce, retaining and enhancing tourism and open space while providing a suitable living environment and expanding economic opportunities for all its citizens.

Spark Creative Group (SCG), is a full service brand design and strategy firm with deep roots in the South Jersey region. Our work with municipal and government agencies throughout the years has prepared us to assist our clients to meet their goals and objectives on many fronts. Spark Creative Group

Project Estimates

The following estimates are preliminary projections based on the scope of work as outlined in this proposal. The costs cited below are best estimates of what actual expenses will be and do not include applicable taxes, freight, printing costs, or travel expenses unless otherwise noted. Where these costs are noted, they are for estimation purposes as actual costs may vary. Any time or expenses incurred beyond the work described herein would be billable at the Firm Rates and Service schedule for the current year. Engagements are subject to our Firm Services Agreement which would be forwarded along with final contracts. For web-specific items, where specific needs and functions are yet to be defined, we present typical technology and programming recommendations containing the most common elements to a project (or projects) of this scale.

DESCRIPTION OF SERVICE	COST
Marketing, Design and Creative Layout for Various Projects	
SCG will develop concepts and initial executions establishing an overall brand design for various projects as requested by the Department. Project includebit not limited to:	
Shop Gloucester County projects	
Gloucester County Tourism projects	
Regional Economic programs	
Other projects as assigned by the Department	
Project Management Services	
Including vendor contact and management, scheduling and estimating, and client contact. Any printing or hard cost outside of design and creative will be billed directly to the Department, after receipt of 3 quotes from approved vendors (or as required by the department)	
Miscellaneous Expenses and Administration	
Including deliveries, fax, photocopies, supplies, electronic proofs and presentation materials.	
Total Retainer Balance:	\$10,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT	
Debra Tucker(844124V) 225 Berlin Rd Ste 2 Cherry Hill NJ 08034-3570		NAME: DEBRA E TUCKER PHONE (A/C, NO, EXT): 856-429-0288 FAX (A/C, NO): 856-429-0388 E-MAIL ADDRESS: dtucker1@farmersagent.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
SPARK CREATIVE GROUP, LLC 647 HADDON AVE FL 2 COLLINGSWOOD NJ 08108		INSURER A: Truck Insurance Exchange 21709 INSURER B: Farmers Insurance Exchange 21652 INSURER C: Mid Century Insurance Company 21687 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	607169514	04/11/2022	04/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		N				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 COUNTY OF GLOUCESTER BOARD OF COMMISSIONERS IT'S DEPARTMENT AND AGENCIES ET AL
 P O BOX 337 WOODBURY, NJ 08096 IS LISTED AS ADDITIONALINSURED

CERTIFICATE HOLDER COUNTY OF GLOUCESTER BOARD OF COUNTY OF COMM ITS DEPT AGENCIES ET AL PO BOX 337 WOODBURY NJ 08096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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