

COB

SC 2022-990

CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
RANCH HOPE, INC.

THIS CONTRACT is made effective the 19<sup>th</sup> day of September, 2022, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "the County", and **RANCH HOPE, INC.**, with offices located at 40 Sawmill Road, P.O. Box 325, Alloway, NJ 08001, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there is a need for the County to contract for services regarding the transportation of Gloucester County youth residing at the Shelter of Hope in Williamstown, NJ and Ranch Hope in Alloway, NJ to and from court appearances at the Superior Court of New Jersey in Gloucester County; and

**WHEREAS**, 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 Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for a two-year period commencing September 19, 2022 and concluding September 18, 2024.

2. **COMPENSATION.** This Contract shall be for estimated units of service as set forth below, in an amount not to exceed \$8,000.00 per year:

- a. \$180.00 per juvenile for one-half day (up to 4 hours).
- b. \$300.00 per juvenile for one-full day (up to 8 hours).
- c. \$ 60.00 per hour for all hours that exceed eight (8) hours in one day.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract 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 Contractor shall be but not be limited to transporting Gloucester County youth that reside in the Shelter of Hope in Williamstown, NJ and Ranch Hope in Alloway, NJ to and from court appearances at the Superior Court of New Jersey in Gloucester County. Each transport begins when the juvenile is picked up from either the Williamstown or Alloway location, and the transport ends when the juvenile is returned to the respective Williamstown or Alloway location. In cases where a juvenile is remanded into custody, the transport will end upon return of the escort to the Shelter of Hope. In cases where a juvenile's placement at the Shelter is terminated by Order of the court, the transport will end upon return of the escort to the respective Williamstown or Alloway location.

Contractor will be responsible for the maintenance of all transport vehicles as well as maintaining adequate vehicle insurance as required by law.

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 the bid documents and/or in the request for proposals, if any, as the case may be.

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

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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.

b. The Contractor 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.

c. The Contractor 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.

d. The Contractor, 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.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. 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.

**5. LICENSING AND PERMITTING.** If 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 Bid Specifications 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 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 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 affect the validity of the indemnification provisions of this Contract, nor 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 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.** 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 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, builder's insurance, 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 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. NONWAIVER.** 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. APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United

States of America.

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. Contractor 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.

THIS CONTRACT is made effective the 19<sup>th</sup> day of September, 2022.

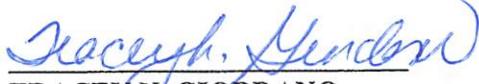
IN WITNESS WHEREOF, signatory authority is established:

- (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 Contractor by having caused this instrument to be signed and witnessed by authorized representatives.

ATTEST:

  
\_\_\_\_\_  
KIM LARTER,  
QUALIFIED PURCHASING AGENT

COUNTY OF GLOUCESTER

  
\_\_\_\_\_  
TRACEY N. GIORDANO,  
TREASURER/CFO

ATTEST:

  
\_\_\_\_\_  
DAVID L. BAILEY, JR.

RANCH HOPE, INC.

  
\_\_\_\_\_  
DAVID L. BAILEY, JR., CEO



**Request for Quotation:**

**Date: September 8, 2022**

BOARD OF  
COUNTY COMMISSIONERS  
  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
  
COMMISSION DIRECTOR  
Frank J. DiMarco



COUNTY TREASURER'S  
OFFICE

TREASURER/CFO  
Tracey N. Giordano

Phone: 856-853-3353  
Fax: 856-251-6778

PURCHASING OFFICE  
Phone: 856-853-3420  
Fax: 856-251-6777

PO Box 337  
Woodbury, NJ 08096

[www.glocestercountynj.gov](http://www.glocestercountynj.gov)

The County of Gloucester would like to enter into an agreement to provide transportation services for juveniles that reside in the Shelter of Hope in Williamstown, NJ and Ranch Hope in Alloway, NJ to and from Court appearances in the Superior Court of New Jersey in Gloucester County.

This agreement shall be for a two (2) year period. All pricing shall remain firm for the duration of the contract.

Please direct any technical questions to Kathy Seibert, Juvenile Detention Unit at 856-853-3716

Please forward all responses to the Gloucester County Purchasing Department, Attn: Andrea Lombardi, 2 South Broad Street, Woodbury, NJ 08096. You may fax your proposal to 856-251-6777 or email to [alombardi@co.glocester.nj.us](mailto:alombardi@co.glocester.nj.us)

Please respond no later than: September 13, 2:00pm.

Please provide a cost for the following. Also indicate if additional fees are applicable for each juvenile.

\$180 per Juvenile for one-half day (up to 4 hours)

\$300 per Juvenile for one full day (up to 8 hours)

\$100 per hour for all hours that exceed 8 hours in one day

Each transport begins when the juvenile is picked up from the Shelter and the transport ends when the juvenile is returned to the Shelter. In cases where the juvenile is remanded into custody, the transport will end upon return of the escort to the Shelter of Hope, Williamstown.

Ranch Hope, Inc. will be responsible for the maintenance of all transport vehicles as well as maintaining adequate vehicle insurance as required by law.

COMPANY: Ranch Hope, Inc.

ADDRESS: PO Box 325

CITY: Alloway STATE: NJ ZIP: 08001

TELEPHONE #: 856-935-1555 FAX# 856-935-5189

REPRESENTATIVE: Douglas Wright, CFO

EMAIL: Dwright@ranchhope.org