

# CONTRACT

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**THIS AGREEMENT**, made this Second Day of April in the year of Our Lord Two Thousand and Eight between the **County of Salem**, party of the first part, and **Government Strategy Group**, party of the second part.

**WITNESSETH**, that the said party of the second part for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered, done and performed at the County of Salem in conformity with the Supplemental Specifications hereto annexed, which were duly approved by Resolution of the said Salem County Board of Chosen Freeholders, adopted the Second day of April in the year of Our Lord Two Thousand and Eight which said Supplemental Specifications are hereby made a part of this agreement as fully and with the same effects as if the same had been set forth in the body of this agreement.

The party of the second part agrees to make payment of all proper charges for materials and labor required in the aforementioned work and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every one of them, against and from all suits and costs of every name and description, and from all damages to which said party of the first part or any of its officers, agents, or servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of said work or through the negligence of said party of the second part or through any improper or defective machinery, implements or appliances used by the party of the second part in the aforesaid work or through any act or omission on the part of the said party the second part, his agent or agents, or from an debts incurred by agents or subcontractors of the party of the second part.

It is understood and agreed that the determination of awards in this contract were based on submitted competitive proposals and Pursuant to New Jersey State Law N.J.S.A. 19:44A-20.7 "Fair and Open Process" rules adopted by the Salem County Board of Chosen Freeholders.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against the County of Salem out of, or by reason of the work done and materials furnished under this contract.


It is further agreed that the party of the first part reserves the right to reduce or increase any or all of the quantities in each item at the unit price bid all accordance with the provisions of the attached Supplemental Specifications.


In consideration of the premises, the party of the first part hereby agrees to pay the party of the second part for said work when completed in accordance with the said Supplemental Specifications and within the time stated for the actual quantity of authorized work done under each item scheduled in the proposal at the respective unit prices bid therefore by the party of the second part, which payments shall be made in accordance with provisions of the attached documents.

1. **Government Strategy Group** is hereby awarded a contract commencing April 3, 2008 and terminating September 4, 2008, to conduct a Feasibility Study for Shared Animal Control Services. The fee will not exceed \$35,800 (Thirty-Five Thousand Eight Hundred Dollars and Zero Cents) for the duration of the contract.
2. **Government Strategy Group** shall not receive any compensation or reimbursement for any expenditures nor shall the County of Salem be obligated to pay any compensation for expenditures incurred by **Government Strategy Group** should the County of Salem not receive sufficient grant funding to properly conduct the Feasibility Study.
3. The Freeholder Director and the Clerk of the Board are hereby authorized to execute said contract in conjunction with Salem County, subject to the review of the Salem County Counsel.
4. It is understood that Pursuant to New Jersey State Law N.J.S.A. 19:44A-20.7 a "Fair and Open" practice, as adopted by the Board of Chosen Freeholders, was utilized by the County of Salem in the determination of this award.

**IN WITNESSETH WHEREOF**, the said party of the first part has caused this instrument to be signed by its Presiding Officer, attested by its Clerk and its corporate seal to be hereunto affixed, pursuant to a resolution of the said party of the first part passed for that purpose, and the said party of the second part has set its hands and seal the day and year first above written.

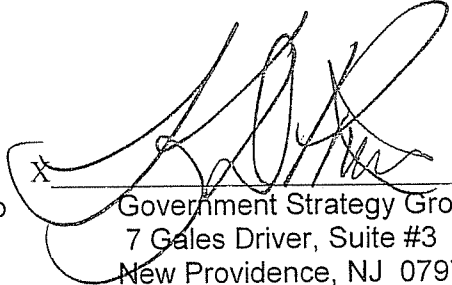
Attest

  
\_\_\_\_\_  
EARL R. GAGE  
Clerk of the Board

  
\_\_\_\_\_  
LEE R. WARE  
Presiding Officer  
County of Salem

Signed, Sealed and Delivered in the Presence of:

X   
\_\_\_\_\_  
Witness for Government Strategy Group

X   
\_\_\_\_\_  
Government Strategy Group  
7 Gales Driver, Suite #3  
New Providence, NJ 07974