

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this Sixteenth Day of January, 2008 between the **County of Salem**, acting by and through the Salem County Planning Board, for and on behalf of the Salem County Board of Chosen Freeholders, principally located at 94 Market Street, Salem, New Jersey, 08079, hereinafter referred to as the "County," and **Thomas Comitta Associates, Inc.**, a professional planning and grants consulting firm with principal offices located at 18 W. Chestnut Street, West Chester, Pennsylvania 19380-2630, hereafter referred to as the "Consultant."

WHEREAS, the County desires that the Consultant to work on the items identified in the scope of services during the period of January 1, 2008 to June 30, 2008 with a potential to continue services on a month-to-month basis thereafter through December 31, 2008.

NOW THEREFORE, it is agreed and understood as follows:

Scope of Services

1. The Consultant will provide on-going technical assistance in support of revisions to or implementation of the following planning documents:
 - Open Space and Farmland Preservation Plan
 - Cross Acceptance
 - Alternative Build-out
 - Transfer of Development Rights (TDR)
 - Plan Endorsement
 - Transportation Action Plan
2. Function as the signatory for the County Planning Board, to the extent necessary under New Jersey Land Use Laws. The consultant will attend County Planning Board meetings, will not maintain an office in Salem County or will not maintain a phone extension in the County phone system.

Compensation

1. In consideration of the faithful performance by the Consultant of its agreements hereunder, and in conformance with the administrative procedures set forth herein, the County covenants and agrees to pay the Consultant a not to exceed amount of \$60,000.00 (Sixty-Thousand Dollars and Zero Cents) until June 30, 2008 with a potential to continue services on a month-to-month basis thereafter through December 31, 2008 at a negotiated rate.
2. Payment is conditioned upon conformity of the Consultant to provide the Professional Services within the following administrative procedures:

- A. Function as an independent principal and not as an employee or agent of the County. The Consultant agrees not to enter into any agreement or commitment on the County's behalf.
- B. Make no assignments of this Contract or any monies due hereunder without the prior written approval of the County.

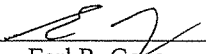
Terms and Conditions

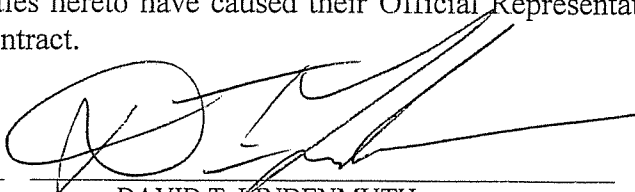
3. It is understood and agreed by and between parties hereto that:

- A. This Contract shall become effective, retroactively, on January 1, 2008 and will continue in effect until June 30, 2008 with a potential to continue services on a month-to-month basis thereafter through December 31, 2008 at a negotiated rate.
- B. This Contract shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey.


IN WITNESSETH WHEREOF, the parties hereto have caused their Official Representatives to Execute this Planning Transportation Contract.

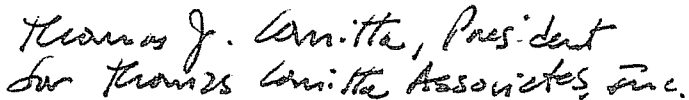
Attest


Earl R. Gage
Clerk of the Board


DAVID T. LINDENMUTH
Deputy Director, Board of Chosen Freeholders
County of Salem

Attest


Witness for Thomas Comitita Associates, Inc.


THOMAS COMITITA ASSOCIATES, INC.
18 W. Chestnut Street
West Chester, PA 19380-2630