

THIS AGREEMENT made this fourteenth of September, 2021, by and between the COUNTY OF SOMERSET, a public body politic of the State of New Jersey, P.O. Box 3000, Somerville, New Jersey 08876 (hereinafter referred to as "County") and Stepping Stone Strategies, LLC, 1135 Canal Road, Princeton, NJ 08540 (hereinafter referred to as "Contractor");

WHEREAS, the Chief Financial Officer of Somerset County has certified in writing the availability of funds for the purposes set forth in this Agreement, such certification on file in the Office of the Clerk of the Board; and

WHEREAS, the County of Somerset Purchasing Department did advertise for said services on the County Website, www.somerset.nj.us; and

WHEREAS, sealed proposals were received and read for furnishing and delivering Somerset County Communication, Information, and Marketing Strategic Plan in accordance with the Competitive Contract Process pursuant to N.J.S.A. 40A:11-4.1, et seq.; and

WHEREAS, the Contractor has submitted a proposal to perform the aforesaid services; and

WHEREAS, the County of Somerset, by Resolution of the Board of County Commissioners, a copy of which is attached hereto and made a part hereof, has accepted the Contractor's proposal and has agreed to enter into an Agreement with the Contractor to perform all necessary services set forth in the Contractor's proposal;

WITNESSETH, for and in consideration of an amount in accordance with the Fee Schedule on file with the Clerk of the Board of County Commissioners, which amount is in accordance with the Fee Schedule made a part of the proposal submitted by Stepping Stone Strategies, LLC dated September 8, 2021 a copy of which is attached hereto as

Exhibit "A", the County and the Contractor do hereby agree as follows:

1. The Contractor hereby covenants and agrees to furnish all services and materials, perform all the work and prepare all necessary plans and reports in accordance with its original proposal, specifications, supplementary specifications, plans, as well as the proposal submitted by Stepping Stone Strategies, LLC dated September 8, 2021, and whatever other instruments are mentioned. All the aforesaid instruments or documents shall be considered a part hereof as if more fully set forth at length herein, and the Contractor agrees to furnish all the services, perform all the work, and to provide all the materials, plans and reports in accordance therewith.

2. The Contractor shall perform said services and work and prepare said plans and/or reports in a quality manner which will conform to all applicable professional standards and requirements in all phases of service, work presentations, and preparation and submission of reports, plans and/or records. The Contractor shall assume all the duties and responsibilities and pay all the necessary costs and expenses required to provide and furnish the County with all services, work, material, plans and reports in accordance with the requirements set forth in its proposal.

3. The Contractor shall assign staff as necessary to complete the services in a timely and professional manner.

4. The Contractor agrees to maintain project files under the terms of this Agreement and to allow the County reasonable access to such files during the term of this Agreement and for five (5) years following the termination of this Agreement.

5. During the performance of this contract, the Contractor agrees as follows:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

h. In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

j. The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

6. The Contractor and the County do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided are made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the County, its agents, servants and employees, from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor

agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor, along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the County pursuant to this paragraph.

7. County assumes no obligation to indemnify, defend or save harmless the Contractor, its agents, servants, employees and subcontractors, for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the County from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

8. During the performance of this Agreement, the Contractor agrees to carry and keep in force the following insurance: worker's compensation insurance, including employer's liability insurance for its employees, at the statutory amount; automobile liability

insurance; comprehensive general liability insurance, including coverage for bodily injury, and property damage insurance for a combined single limit of ONE MILLION (\$1,000,000.00) DOLLARS.

The required insurance policies shall name the County of Somerset, its officers, employees and agents, as additional insureds.

The Contractor agrees to provide the County with certificates of insurance, evidencing the existence of such insurance prior to the commission of work herein mentioned.

9. For the outlined services set forth in this Agreement as well as the proposal submitted by Stepping Stone Strategies, LLC dated September 8, 2021, and for such additional services as are authorized by the County, the Consultant shall be compensated monthly. Compensation paid to the Contractor shall be in accordance with the Fee Schedule. The Contractor shall not perform any services in excess of those set forth on the Fee Schedule without prior written authorization by Resolution of the Board of County Commissioners.

10. The County agrees to pay the Contractor within the time stated for the actual authorized services performed, or plans or reports prepared, furnished or delivered to the County upon the Contractor executing a proper County Voucher, and, if applicable, stating that all subcontractors and materials shall be paid out of the proceeds received from the County. The Contractor shall submit invoices or monthly progress reports at the beginning of each calendar month, and payment shall be made by the County within thirty (30) days of receipt of the invoice upon proper execution of a County Voucher.

11. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions,

insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent or in the event the County of Somerset is unable to obtain funding for the project for which this contract pertains or in the event the source of funding is curtailed by any act of any governmental body, including the Somerset County Board of County Commissioners. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

12. The term of this contract is one year unless an extension by the County in writing has been specifically authorized.

13. Neither the County nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Contractor.

14. Contractor represents that it has complied with all requirements with regards to the "Pay to Play" Notice of Disclosure Requirement, P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A-20.27).

15. The County and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this Agreement.

16. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of

New Jersey.

IN WITNESS WHEREOF, the County of Somerset has caused this instrument to be executed by the Director of the Board of County Commissioners pursuant to the Resolution that said County passed for said purpose, and the Consultant has caused this Agreement to be signed by its proper corporate officers as of the day and year first written above.

Attest:

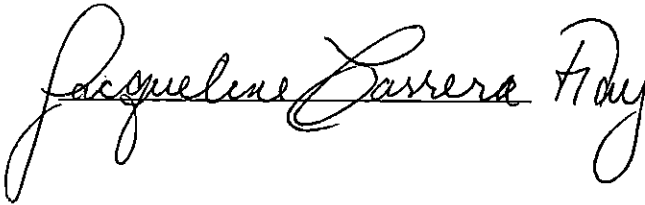
COUNTY OF SOMERSET


Clerk of the Board

BY: 
Director of the Board

Signed, Sealed & Delivered
in the Presence of

Stepping Stone Strategies, LLC



BY: 