

AGREEMENT BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
CHERRY HILL TOWNSHIP

THIS DOCUMENT constitutes an Agreement entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (**County**), and Cherry Hill Township with offices located at 820 Mercer Street, Cherry Hill, New Jersey 08002 (**Township**). The date of execution of this Agreement is the day of _____, 2012.

WITNESSETH:

WHEREAS, the need exists within the County of Camden (**County**) and its municipalities for the preservation of historic sites; and

WHEREAS, The Township of Cherry Hill (**Township**) desires to restore a property known as the Barclay Farmstead Museum, an early 19th Century Federal/Greek Revival Farmhouse located within the Township of Cherry Hill (**subject property**); and

WHEREAS, the **Township** desires to acquire assets which would permit it to provide for the restoration of the Barclay Farmstead Museum; and

WHEREAS, the **County** desires to fund, in an amount not to exceed \$ 50,000, the restoration of the **subject property** by the **Township**, in accordance with the approved work plan (**Work Plan**) which is attached hereto, in order that the citizens of the **County** may ensure the continued preservation of historic properties within the **County**; and

WHEREAS, the **Township** agrees to indemnify and hold harmless the County of Camden, its agents, servants, and employees from any and all liability relating to the restoration of the **subject property**, together with their ownership and use; and

WHEREAS, by resolution adopted August 16, 2012, the Board of Freeholders of the County of Camden authorized the execution of any necessary contractual documents to implement the recommendations of the Camden County Open Space Preservation Trust Fund Advisory Committee for Round 13 Historical Preservation funding regarding the Barclay Farmstead Museum, now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. TERM

This Agreement shall be for a one (1) year period commencing upon the date of the execution of this Agreement.

2. TOWNSHIP'S RESPONSIBILITIES

The **Township** shall negotiate with contractors for said restoration of the Barclay Farmstead Museum and shall provide the **County** with a copy of all plans and agreements with contractors for said restoration work identified in the **Work Plan**, not less than seven days prior to the commencement of work. Failure to submit said documents prior to the commencement of work may result in a denial of the organization's request for funds, if said work is found to be inconsistent with the historic period of the restoration project. Following completion of the work, the **Township** shall submit copies of all invoices from said contractors, and copies of all cancelled checks for said restoration as they relate to the **Work Plan**.

The **Township** may use any funds provided by the **County** only for the purpose of restoring the **subject property** in accordance with the **Work Plan** attached hereto. The **Township** must make written application to the **County** for any proposed changes to the approved **Work Plan** and must receive written approval for the proposed changes from the **County** prior to seeking reimbursement for costs relating to said changes. The **Township** must provide the **County** with copies of all contracts and other documents identified above which relate to said restoration.

The **Township** shall inform the **County** in writing of any circumstances that will delay the completion of the **Work Plan** beyond the term of this Agreement not less than sixty (60) days prior to the expiration of this Agreement.

The **Township** shall allow the **County** to place a sign no larger than 18" x 24" on the property, at a mutually agreed to location, which shall identify the Camden County Open Space Preservation Trust Fund as a financial partner in the preservation of the **subject property**.

3. COUNTY'S RESPONSIBILITIES

Upon receipt of a signed contract(s) for work contained in the **Work Plan**, the **County** shall pay to the **Township** the sum of said contract(s), or a percentage thereof, for the purpose of permitting the **Township** to restore the subject property. The amount paid shall not exceed the amount for said work identified in the **Township's** application submitted to the **County** for Round 13 Historic Preservation Funding, nor shall it exceed \$ 50,000 in the aggregate. Any balance from the original appropriation of funds which remains after all work identified in the **Work Plan** has been completed, shall remain with the **County**.

4. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40:8A-8, if any party performing a service on behalf of another party or parties to this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the Agreement for the work to be performed by a private

contractor under such Agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40a: 11-1 et sq.)

5. AUDIT

Pursuant to the Single Audit Act of 1984, the **Township** agrees to permit the **County** and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time place for the purpose of auditing the records, reports and documents relative to this Agreement.

6. RIGHT TO INSPECT

The **Township** shall permit the **County** or its authorized representative, to make visits to the site during restoration in order to: assure the **Township's** compliance with the terms of this Agreement, review project accomplishments, or provide such technical assistance as may be required.

7. INDEMNIFICATION

The **Township** shall indemnify, hold harmless and defend the **County**, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with, the restoration work conducted pursuant to this Agreement.

8. INSURANCE

The **Township** shall provide and maintain during the term of this Agreement adequate insurance coverage for the restoration work to be performed pursuant to this Agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance which includes limits which are the same as those procured by the **Township** for other types of activities.

9. NOTICE

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the **County** by directing the same to the County Administrator, 16th Floor, 520 Market St., Camden, New Jersey 08102 and to the **Township** by directing the same to the Director of Historic Properties and Programming, 820 Mercer Street, Cherry Hill, New Jersey, 08002.

10. MISCELLANEOUS

The following provisions shall apply to this Agreement:

a. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. Headings

This section and or any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

d. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without the County's prior written permission.

g. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. Funding

In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

ATTEST:

COUNTY OF CAMDEN

CLERK, BOARD OF FREEHOLDERS

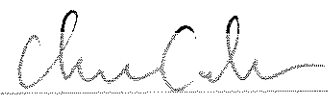
ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

ATTEST:

TOWNSHIP OF CHERRY HILL



NANCY L. SAFFOS, RMC
MUNICIPAL CLERK
TOWNSHIP OF CHERRY HILL



Name: CHARLES M. CAHN
Title: MAYOR

(OP-HISTAGRE-BARCLAYmuseum.RD13)



**CAMDEN COUNTY OPEN SPACE, RECREATION,
FARMLAND AND HISTORIC PRESERVATION TRUST FUND**

**BARCLAY FARMSTEAD MUSEUM
(Round 13)**

Approved Work Plan

Task #1: Install ADA Compliant ramp/entrance including connecting walkways