

**MEMORANDUM OF AGREEMENT
RAIN GARDEN / URBAN MEADOW
DEMONSTRATION PROJECT**

This Agreement, made on November 12, 2014 (“Effective Date”), by and between Black Horse Pike Regional School District (BHPRSD) with offices located at 580 Erial Road, Blackwood, NJ 08012, and the Camden County Soil Conservation District (CCSCD) located at 423 Commerce Lane, Suite 1, West Berlin, NJ 08091

WITNESSETH

WHEREAS, the Camden County Soil Conservation District (“CCSCD”) has secured funding through a Section 319h NPS Pollution Control and Management Implementation Grant from NJDEP Division of Watershed Management (“Grant”) and is in the process of implementing storm water management retrofits and best management practice (“BMP”) projects to protect water quality in the Cooper River watershed and provide demonstration opportunities for communities throughout New Jersey; and

WHEREAS, the Black Horse Pike Regional School District desires to collaborate with CCSCD on a rain garden demonstration project at Highland High School in Gloucester Township (“Site”) to provide environmental benefits, including reductions in storm water runoff and water quality protection, habitat creation and educational opportunities and which will enhance the receiving watershed as well as public health and welfare for the citizens of the County of Camden and

WHEREAS, CCSCD intends to provide certain services and funding to the BHPRSD for such Project in an effort to satisfy the goals of the Grant; and

WHEREAS, CCSCD requires limited access to the Site to conduct a site survey(s) and to conduct post-construction Site visits for educational purposes;

WHEREAS, the BHRSD and CCSCD wish to cooperate with each other to fully execute and complete the Project in accordance with the aims and intent of the Grant and the terms and conditions herein.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Work; Term. The Rain Garden / Urban Meadow Demonstration Project, as more fully described in the Scope of Work attached hereto as Attachment A, shall commence on the Effective Date and continue through June 30, 2015 (“Term”).
2. Black Horse Pike Regional School District Technical Representative. The BHRSD shall appoint Jefferies Engineering Associates, LLC as technical or scientific representative on the Project.
3. Confidential Information. All information belonging to one party and given to the other under this Agreement shall be used only for the purposes given and shall be held in confidence by the receiving party for three (3) years after expiration of this Agreement so long as such information (i) remains unpublished by the giving party or does not otherwise become generally available in the public domain, (ii) is not lawfully received by the receiving party from a third party with the legal authority to publicly disclose it, (iii) is not independently developed by the receiving party without the benefit of such information, or (iv) is not required by law to be disclosed.
4. Access Rights for Site Surveys. The Black Horse Pike Regional School District agrees to permit CCSCD access to the Site for the purpose of conducting site surveys and investigations.
5. Publicity. The Black Horse Pike Regional School District will cooperate with CCSCD to promote rain gardens, and related topics to both internal audiences, professionals and the general public through a variety of media outlets. The Black Horse Pike Regional School District shall allow CCSCD to conduct scheduled Site tours of the completed Project for educational purposes. CCSCD will coordinate all tours with the Black Horse Pike Regional School District and obtain approval at least seventy (72) hours prior to visit. The Black Horse Pike Regional School

District agrees to allow CCSCD to use images of the property and the project in educational and promotional materials.

6. Publication and use of marks. CCSCD reserves the right to publish information regarding this Project. Upon request, CCSCD shall provide copies of any such publication or release of information to the BHPRSD contracting officer for review and comment at least thirty (30) days prior to any such release.

Each party shall have a non-exclusive, royalty free, non-transferable license to use the name, logo, any item used in connection with that name or logo, and the registered symbols and trademarks of the other party (the “Trademarks”) only for the purposes set forth in this Agreement. Neither party will use the other’s Trademarks without obtaining the prior approval of the other party.

The approval by a party to use its registered symbols or trademarks does not convey any rights, title or interest to the other party in and to such registered symbols and trademarks. The party receiving permission to use a registered symbol or trademark will (i) follow all reasonable instructions from the Perkins Center for the Arts regarding that symbol or trademark; and (ii) take all reasonable steps to protect it, including, when appropriate, using the symbols “®” or “™”. The rights granted under this paragraph cease upon the expiration or termination of this Agreement.

7. Limitation of Liability and Warranty. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS AND/OR DISRUPTION OF SERVICES, RESULTING FROM EITHER PARTY’S ACTIVITIES RELATING TO THE PROJECT. CCSCD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER.

8. Termination. CCSCD or the BHPRSD may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice. Such termination shall, however, not affect any commitments which are properly legally binding prior to the effective date of

termination.

9. Indemnification. The BHPRSD shall hold harmless, indemnify and defend CCSCD , its, Board of Supervisors, staff or agents from and against any and all liabilities, demands, damages, claims losses, and expenses (including reasonable attorney fees) collectively “liabilities” arising out of any CCSCD work or information provided by CCSCD in connection with this Project, including the use by the BHPRSD, or by any party acting on behalf of or authorized by the BHPRSD of any CCSCD work or information or part thereof, unless attributable to the sole negligent acts or omissions of CCSCD .

10. Insurance. The parties must obtain and maintain, at their own expense, during the term of the Agreement and throughout the Project, at least the following limits of insurance coverage required by this Agreement: worker's compensation insurance or a program of self insurance with statutory limits, and also commercially purchased employer's liability insurance with a policy limit of \$1 million dollars; business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits; commercial general liability insurance on an occurrence basis, covering claims for bodily injuries to members of the public at large or damage to property of others arising out of any act or omission of the parties or of any of its their employees or agents, with limits not less than \$1,000,000 in any one occurrence and in the aggregate; and, professional liability insurance of \$1,000,000.

11. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey without regard to its conflict of laws provisions.

12. Notices. All notices, demands, consents, approvals, requests required or permitted to be given to or served upon the parties shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if hand delivered or sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to Black Horse Pike Regional School District
Black Horse Pike Regional School District
580 Erial Road
Blackwood, NJ 08012
Attn: Jean Grubb

If to CCSCD : Camden County Soil Conservation District
423 Commerce Lane, Suite 1
West Berlin, NJ 08091
Attn: Craig McGee

13. This Agreement shall be binding upon all parties hereto and their heirs, successors and assigns.

Accepted and agreed:

**BLACK HORSE PIKE REGIONAL
SCHOOL DISTRICT**

**CAMDEN COUNTY SOIL
CONSERVATION DISTRICT**

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date

EXHIBIT A SCOPE OF WORK

Project description: The Black Horse Pike Regional School District will design and construct a rain garden(s) / meadow at its site. The rain garden(s) will help manage and treat storm water runoff from athletic fields prior to discharge into the county storm sewer system on Erial Road, as well as serve as a demonstration project for residents and businesses in the Township of Gloucester and the State of New Jersey. In order to qualify for financial support from the CCSCD all work must be completed by June 30, 2015.

Task 1 - Rain Garden Design, the BHRPSD will:

- Complete a site survey to measure and document existing conditions and the proposed rain garden(s) area,
- Schedule and conduct a site visit with CCSCD to consider design options for the proposed rain garden site,
- Prepare rain garden design drawing and calculations necessary for constructing the proposed project and obtaining approvals through the County Engineers office and CCSCD,
- Prepare an itemized list of native plants, soil amendments, and drainage supplies needed to install the rain garden project.
- Prepare a construction estimate

All components of Task I will be completed at the sole expense of the BHPRSD. Upon completion of Task I, the CCSCD will review the proposed project and project budget, the CCSCD will provide an estimate of support available for the construction of the proposed rain garden.

Task 2 - Rain Garden Installation, the BHPRSD will:

- BHPRSD will be responsible for bidding, contractor selections, hiring contractor, and contract administration services, as deemed warranted
- Schedule a pre-construction meeting with CCSCD representatives,
- Complete rain garden(s) excavation, placement of soil amendments, and installation of overflow and necessary drainage materials,
- Complete rain garden planting and mulching,

Upon completion of Task 2, CCSCD will inspect the completed rain garden(s) installation(s). Upon completion of the Project and the BHPRSD submission of valid receipts and invoices to CCSCD, CCSCD will reimburse the BHPRSD for rain garden installation costs up to \$XX,XXX.

Task 3 –Rain Garden Education and Promotion, the CCSCD and BHPRSD will:

- The CCSCD with our partners from Rutgers Cooperative Extension will assist in preparing curriculum, presentation, learning opportunities and general education information for students of Highland High School, the BHPRSD, and the community.
- The CCSCD and BHRPSD and their agents and contractors will prepare press releases, articles, social media postings and etc. to publicize the project. The goal will be to promote the use of rain gardens, native species, pollinator habitat etc. to students and the general public