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**CONTRACT BETWEEN
ECONOMIC MODELING, LLC ("LIGHTCAST")
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 3rd day of **July, 2023**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, located at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and **ECONOMIC MODELING, LLC ("LIGHTCAST")**, with an office at 232 N. Almon Street, Moscow, ID 83843, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the Department of Economic Development has a need for software with real-time labor market demand portal that allows users to access to demand (job) information, including certain reports and underlying job data.

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period of one (1) year, commencing July 3, 2023 to July 2, 2024.
2. **COMPENSATION.** The County agrees to pay a total contract amount of \$15,000.00, pursuant to Contractor's Subscription Services Agreement, attached hereto as Attachment A.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Attachment A, which is incorporated in its entirety and made a part of this Contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of

this contract to comply with, all of the requirements of any specifications, which may have been issued by the Gloucester County Department of Information Technology in connection with the work to be performed.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

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, sex, veteran status or military service. 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, sex, veteran status or military service. 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.

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, sex, veteran status or military service.

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.

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.

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.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications issued by the County, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

E. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County. This clause shall not apply to licensed materials.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

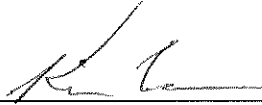
23. **CONTRACT PARTS.** This contract shall consist of this document and the Contractor's Subscription Services Agreement, attached hereto as Attachment A. If there is a conflict between this Contract or the Attachment A documents, then this Contract shall control.

IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument and any necessary collateral instruments to be signed by its Chief Financial Officer, and attested by its Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

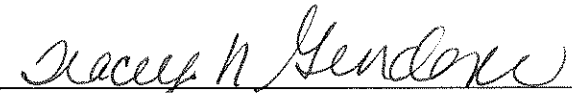
THIS CONTRACT is dated this _____ day of _____, 2023.

ATTEST:

COUNTY OF GLOUCESTER



Kimberly Larter,
Qualified Purchasing Agent




Tracey N. Giordano,
Treasurer/CFO

ATTEST:

ECONOMIC MODELING, LLC
("LIGHTCAST")

Name:



Name: Floyd Swanton
Title: Vice President of Legal

EXHIBIT A



Lightcast Representative: Courtney Moreno

Subscription Services Agreement

This Subscription Services Agreement (the "Agreement") is between Gloucester County Department of Economic Development of Woodbury, New Jersey ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Lightcast").

I. Description of Subscription Services

- a. Subscription Service Level. Lightcast will provide Licensee with access to the following web application(s): Developer ("Web App(s)") at the following data level (the "Subscription Services"):
 - Countr(y/ies): US
 - Limited to the following subregion(s): New Jersey
 - Includes the following addon(s): Job Posting Analytics & Profile Analytics
- b. Users. Lightcast will provide Licensee with access to the Web App(s) for up to 3 user(s). Users must be employees of Licensee. Lightcast will issue each user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee's user list and coordinate training.
- c. Additional Services Provided. The subscription includes the following services:
 - User training
 - Technical support via telephone or e-mail
 - Access to all new data releases (new data is released periodically)
 - Access during the Subscription Term to all updates and upgrades generally released to Licensees at the Subscription Service Level recited above

II. Subscription Term

- a. General. Lightcast will provide Licensee with access to the Subscription Services described above beginning July 3, 2023 (the "Effective Date") and ending July 2, 2024 (the "Subscription Term").

III. Fee

- a. General. The fee for the subscription is \$15,000.00, invoiced upon the Effective Date. Invoices are due 30 days from receipt. Sales tax (including, as applicable, VAT, GST, HST, PST, etc.) will be added for non-tax-exempt institutions when applicable.

IV. Terms of Service

- a. License. Licensee is granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") via the Web App(s) subject to the following limitations:
 1. Licensee will allow access to the Web App(s) only to individuals who have been assigned login credentials by Lightcast (each, an "Authorized User").
 2. Licensee and Authorized Users may (i) download elements of the Licensed Dataset using the download tools in the Web App(s) for Licensee's internal use, and (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business – either for Licensee or for a third party – provided that Lightcast is cited as the source of the data. The citation shall be substantially in the form described in the Knowledge Base article, "How Do I Cite Lightcast Data?" For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an on-demand or standalone basis – i.e., separate from Licensee's material contributions of data and/or effort in providing its own services to the third party.
 3. Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party's independent use.
 4. Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Lightcast content from the Web App(s) or the Licensed Dataset, or otherwise access the Web App(s) or the Licensed Dataset by any automated means or process, except as expressly permitted by Lightcast. If Licensee's subscription includes access to a bulk data downloader, Licensee may only use the data downloader

to run custom reports directly from the Web App(s). Licensee may not use the data downloader to create a dataset or datasets used by any other application such as, e.g., an internal data dashboard.

5. Neither Licensee nor Authorized Users will attempt to replicate the Web App(s) or the Licensed Dataset in design, content, or functionality.
6. If the Web App(s) or the Licensed Dataset include access to individual profiles or personally identifiable information ("PII"), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
7. Any profile data or PII included in the Licensed Dataset is to be used for research purposes only. Licensee may not use the Licensed Dataset to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.

b. Disclaimers

The Subscription Services are provided "as is," without warranty for a particular purpose or project. Lightcast is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on the Subscription Services and the outcomes of those decisions, including any economic loss.

The reports and forecasts in the Subscription Services are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Lightcast uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in the Subscription Services may differ significantly from actual circumstances or outcomes. In addition, Lightcast cannot make any representation of the completeness of data aggregated from any source.

The Subscription Services use global professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

Lightcast updates and upgrades products and services periodically. Except as expressly stated otherwise herein, Lightcast is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee.

V. Limitation of Liability

LIGHTCAST'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED THE AMOUNT LICENSEE PAID TO LIGHTCAST FOR THE PRODUCT OR SERVICE IN QUESTION.

VI. Applicable Law

Any litigation regarding interpretation or enforcement of this Agreement shall be brought in the state of Idaho, and this Agreement shall be interpreted according to the laws of the state of Idaho without regard to any conflict of law provisions.

VII. Termination

- a. Lightcast may suspend delivery of the Services to Licensee during any period that Licensee fails to pay when due any fees described in this Agreement, and Lightcast's delivery obligation shall not be re-instated until Licensee has paid Lightcast any past due fees.
- b. In addition to any other remedy available at law or equity, Lightcast may suspend delivery of the Services, either in whole or in part, at any time it has reasonable cause to believe the Services are being used in violation of the license and/or terms of use set forth herein.
- c. Either party may terminate this Agreement if: (i) the other party breaches a material obligation hereunder which is by its nature incurable or, if curable, remains uncured thirty (30) days after written notice describing the breach is provided to the breaching party; (ii) a receiver is appointed for the other party or its property, (iii) the other party makes an assignment for the benefit of its creditors, (iv) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law and not dismissed within thirty (30) days of such commencement. If Lightcast terminates this Agreement under the terms of this paragraph, Licensee will not be entitled to a refund of any amounts paid to Lightcast under this Agreement.

VIII. Compliance with Laws

Lightcast warrants that its performance under this Agreement complies with all applicable laws. If at any time during the term of this Agreement it becomes unlawful for Lightcast to continue performance, Lightcast may immediately terminate its performance under this Agreement without penalty. If Lightcast terminates under this section, Lightcast will refund the unused portion of any prepaid fees.

IX. Complete Agreement

This is the complete agreement between the parties. Any amendments to this Agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties. Terms included in a purchase order issued by Licensee with respect to this Agreement do not apply unless the purchase order is signed by an authorized representative of Lightcast.

For Lightcast:

Floyd Swanton

06/23/2023

Authorized Signature

Date

Floyd Swanton

Printed Name

Economic Modeling, LLC
232 N. Almon Street
Moscow, ID 83843

For Licensee:

Kimberly Luster

6/27/23

Authorized Signature

Date

Kimberly Luster

Printed Name

Gloucester County Department of Economic Development
2 South Broad Street
PO Box 337
Woodbury, New Jersey 08096

Invoicing Information (to be completed by customer at time of signature)			
Accounts Payable Email:	Accounts payable@co.gloucester.nj.us		
Vendor Portal (if applicable):			
Purchase Order Number:			
Is a PO required? (check one) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Is customer tax-exempt? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
If yes, please provide PO at time of signature or indicate when the PO will be provided to Lightcast		If yes, please provide tax-exempt certificate at time of signature	