

**TOWNSHIP OF FLORENCE
RESOLUTION NO. 2025-86**

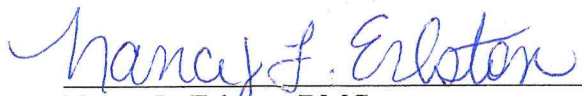
**RESOLUTION APPROVING AMENDMENT TO CONTRACT WITH COLLIERS
ENGINEERING & DESIGN, INC.**

WHEREAS, on or about December 16, 2022 and revised April 24, 2023, the Parties entered into an agreement for Colliers Engineering & Design's ("CED") provision of professional services (the "Contract") regarding providing GIS capabilities to Township tax maps (the "Project"); and

WHEREAS, the Township Council has determined that it is in public interest to approve an Amendment to the Contract, and closing out the Contract; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Florence, County of Burlington, State of New Jersey, that the Mayor and/or Township Administrator and Township Clerk are hereby authorized and directed to execute the Contract Amendment with CED as set forth herein.

I, NANCY L. ERLSTON, Township Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution approved by the Township Council at a meeting held on April 2, 2025.



Nancy L. Erlston, RMC
Township Clerk

CONTRACT AMENDMENT AGREEMENT

This Contract Amendment Agreement ("Agreement" or "Amendment Agreement") is made and effective as of the 2nd day of April, 2025 (the "Effective Date") by and between Colliers Engineering & Design, Inc. ("CED") and Township of Florence (the "Township"). Colliers and the Town may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, on or about December 16, 2022 and revised April 24, 2023, the Parties entered into an agreement for CED's provision of professional services (the "Contract") regarding providing GIS capabilities to Township tax maps (the "Project").

B. WHEREAS, during the Project, the Township was unsatisfied with CED's performance.

C. WHEREAS, the Township, having procured other professional services from another professional services company, and the Parties desiring to avoid costly and time consuming formal legal dispute resolution, consequently engaged in good faith discussions between authorized representatives from both parties, and thereafter agreed to resolve this dispute under the terms listed herein without admission of liability on either party.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound by the terms of this Agreement, the Parties do hereby agree as follows:

1. Payment by CED to the Township. CED shall pay to the Township the total sum of \$75,000.00 (the "Settlement Sum"). The Settlement Sum shall be sent by check to Florence Township, Attn: Administrator, 711 Broad Street, Florence NJ 08518 within five business days after the date this Agreement is fully executed. The Township shall confirm in writing via email to the undersigned CED representative that the check has been received within 48 hours of clearing.
2. Release by the Township. Conditioned on the Settlement Sum first being timely paid in full and clearing, the Township releases CED, and all its/their related entities, officers, directors, shareholders, employees, insurers and any related entity, from all claims, causes of action, liabilities, damages, demands, losses and/or expenses of every type known or unknown, arising out of the Project or Contract.
3. Release by CED. CED releases the Township, and all its related entities, officers, directors, employees, attorneys, trustees, consultants, and insurers and any related entity from all claims, causes of action, liabilities, damages, demands, losses and/or expenses of every type whether known or unknown, arising out of the Project or Contract.

4. Admissibility of Releases. No evidence of this Agreement or any of its terms, and no evidence of any discussion or communications made or information or materials transmitted in the course of negotiations for this Agreement, shall be admissible or presented in any action or proceeding before any court, agency, or other tribunal, as evidence that a Party has committed any violation of contract or law, or are currently liable to any person for any reason *other than* for the enforcement of this Agreement.
5. No Reliance. Each Party acknowledges: (i) this Agreement is the resolution of a fully matured set of facts and each Party individually declares and represents it is executing this Agreement in reliance solely on its own judgment, belief, and knowledge of the facts surrounding the transactions described in this Agreement; (ii) this Agreement is made without reliance upon any statement or representation not contained in this Agreement of any other Party, or any representative, agent or attorney of any other Party; (iii) no promise, inducement or agreement not expressed in this Agreement has been made to any Party; and (iv) the recitals, terms and conditions contained in this Agreement are contractual and not mere recitals.
6. Confidentiality.
 - a. Except as otherwise required by law, each of the Parties, on behalf of itself and its attorneys, representatives, and agents, agrees that the terms and conditions of this Agreement, and the negotiations prior thereto, shall remain confidential and shall not be disclosed to any person or entity. Notwithstanding the foregoing, each of the Parties may disclose such information:
 - (i) to its attorneys, accountants, tax advisors, investors, partners, representatives, and lenders who have a professional duty of confidentiality or who otherwise agree to be bound by these confidentiality provisions, (ii) to its client representatives on a need-to-know basis, (iii) as required by law, and (iv) in connection with any legal proceeding to enforce the provisions of this Agreement.
 - b. Should any of the Parties receive any court order, subpoena or discovery request that seeks information concerning the terms and conditions, or a copy, of this Agreement (a "Request"), the Party receiving the Request shall provide to all other Parties written notice of such Request so that such notice is received within five (5) business days of the receipt of the Request by such first-mentioned Party. Such written notice shall include a copy of the Request and identify the venue and parties requesting such information. Any of the Parties may thereafter object to such Request or to seek such other relief to prevent or protect the production and/or disclosure of the requested information at that Party's sole discretion and expense. Should written notice of an objection to a Request not be received by the Party receiving the Request within ten (10) business days of having provided written notice of such Request to the other Parties, or such earlier period as required by applicable law or regulatory or court authority, the Party receiving the Request may comply with the Request.

7. Opportunity for Advice of Attorneys. Each Party further represents, warrants and agrees that in executing this Agreement, it does so with full knowledge of any and all rights which it may have with respect to the other Party and that each Party has received, or had the opportunity to receive, independent legal advice from such Party's attorneys with respect to the facts involved in the controversy addressed by this Agreement and with regard to such Party's rights and asserted rights arising out of such facts.
8. Entire Agreement. The provisions of this Agreement constitute the entire agreement between the Parties and supersede all prior negotiations, proposals, agreements, and understandings regarding the subject matter of this Agreement.
9. Binding Agreement. This Agreement shall bind and inure to the benefit of the successors and assigns of the Parties, and to all affiliates, DBAs or any other associated entities.
10. Interpretation of Agreement. This Agreement and its provisions shall not be construed or interpreted for or against any Party because that Party drafted or caused the Party's attorney to draft any of its provisions.
11. Execution in Counterparts. This Agreement may be signed by the Parties in multiple counterparts, all of which shall be taken together as a single document. A facsimile or email signature constitutes an original and all evidentiary objections to same other than for authenticity of signature are waived.
12. No Promise or Warranty. No promise or warranty shall be binding on any Party except as expressly contained in this Agreement or in the Contract.
13. Modification. No modification of this Agreement shall be valid unless agreed to in writing by the Parties.
14. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
15. Enforceability. The Parties hereby agree and stipulate that the venues found within the Subcontract in this Action shall retain jurisdiction over the Parties for purposes of enforcement of this Agreement for any breach of the same. In the event enforcement is necessary, the prevailing Party shall be entitled to recover his/her/its legal fees and costs arising out of and related to enforcement of the Agreement.
16. Warranty of Authority. Each signatory to this Agreement warrants and represents its signature has been duly authorized by the represented party, and the signatory has full legal authority to execute this Agreement on behalf of the person, persons or entity who is a party to this Agreement.

IT IS AGREED. Therefore, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

Township of Florence

By: _____

Its: _____

Date: _____

Colliers Engineering & Design, Inc.

By: _____

Its: _____

Date: _____