AGREEMENT

THIS AGREEMENT made this 6th day of January 2020 by and between the Township of Barnegat, a municipal corporation of the State of New Jersey, hereinafter referred to as "Municipality" and Jerry W. Conaty, C.P.A., R.M.A., P.S.A., C.F.E., hereinafter referred to as "Auditor";

WITNESSETH:

WHEREAS, by virtue of Resolution 2020-21, passed January 6, 2020 Jerry W. Conaty, C.P.A., R.M.A., P.S.A., C.F.E., has been appointed Auditor for the Township of Barnegat; and

WHEREAS, the parties hereto have reviewed existing appropriations for funds and desire by this Agreement to reduce the understanding with reference to the compensation of the Auditor in writing;

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants herein, it is agreed by and between the parties as follows:

1. SCOPE

The Auditor agrees to perform the professional services ordinarily provided by Registered Municipal Accountants of the State of New Jersey, including the audit of the accounts and financial transactions for the 2020 calendar year.

The Auditor will audit the financial statements-regulatory basis of the various funds of the Municipality, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Municipality as of and for the year ended December 31, 2020.

The Auditor also agrees to report on supplementary information other than RSI that accompanies the Municipality's financial statements. The Auditor will subject the following supplementary information to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and the Auditor will provide an opinion on it in relation to the financial statements as a whole in a report combined with the auditor's report on the financial statements:

1) Supplemental exhibits

2) Schedules of expenditures of federal awards and/or state financial assistance, as applicable

3) Supplemental data

Audit Objectives

The objective of the audit is the expression of opinions as to whether the Municipality's financial statements are fairly presented, in all material respects, in conformity with accounting principles and practices prescribed by the New Jersey Department of Community Affairs, Division of Local Government Services and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and/or state statutes, regulations, and the terms and conditions of federal and/or state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and NJ OMB Circular 15-08, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and NJ OMB Circular 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and NJ OMB Circular 15-08. Both reports will state that the report is not suitable for any other purpose.

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the requirements of the New Jersey Department of Community Affairs, Division of Local Government Services; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and NJ OMB Circular 15-08, and will include tests of accounting

records, a determination of major program(s) in accordance with the Uniform Guidance and NJ OMB Circular 15-08, and other procedures considered necessary to enable the Auditor to express such opinions. The Auditor will issue written reports upon completion of the single audit. The Auditor's reports will be addressed to the Governing Body of the Municipality. The Auditor cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for the Auditor to modify its opinions or add emphasis-of-matter or other-matter paragraphs. If the Auditor's opinions are other than unmodified, the Auditor will discuss the reasons with the Municipality in advance. If, for any reason, the Auditor is unable to complete the audit or are unable to form or have not formed opinions, the Auditor may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. The Auditor will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, the Auditor will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to the Auditor's attention. The Auditor will also inform the appropriate level of management of any violations of laws or governmental regulations that come to the Auditor's attention, unless clearly inconsequential, and of any material abuse that comes to the Auditor's attention. The Auditor will include

such matters in the reports required for a single audit. The Auditor's responsibility is limited to the period covered by the audit and does not extend to any later periods for which the Auditor is not engaged as auditors.

The Auditor's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. The Auditor will request written representations from the Municipality's attorneys as part of the engagement, and the Auditor may bill the Municipality for responding to this inquiry. At the conclusion of the audit, the Auditor will require certain written representations from the Municipality about its responsibilities for the financial statements; schedule of expenditures of federal and/or state awards; federal and/or state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

The audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that the Auditor considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. The Auditor's tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in the Auditor's report on internal control issued pursuant to *Government Auditing Standards*.

If applicable, as required by the Uniform Guidance and NJ OMB Circular 15-08, the Auditor will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that the Auditor considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and/or state award program. However, the Auditor's tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the Auditor's report on internal control issued pursuant to the Uniform Guidance and NJ OMB Circular 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, the Auditor will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and NJ OMB Circular 15-08.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, the Auditor will perform tests of the Municipality's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and the Auditor will not express such an opinion in its report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and NJ OMB Circular 15-08 requires that the Auditor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and/or state statutes, regulations, and the terms and conditions of federal and/or state awards applicable to major programs. The Auditor's procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Municipality's major programs. The purpose of these procedures will be to express an opinion on the Municipality's compliance with requirements applicable to each of its major programs in the Auditor's report on compliance issued pursuant to the Uniform Guidance and NJ OMB Circular 15-08.

Other Services

The Auditor will complete certain nonattest services normally performed by a Registered Municipal Accountant in the State of New Jersey. These services will include the following:

a) Assist with the 2020 Unaudited Annual Financial Statement on state approved forms from general ledgers provided by the Municipality.

b) Assist with the 2020 Unaudited Annual Debt Statement on state approved forms from general ledgers provided by the Municipality.

c) Compilation of 2020 Basic Financial Statements and supplemental exhibits from general ledgers to State approved format.

d) Assist with preparation of 2021 Budget document on state approved forms from documents provided by the Municipality.

The Auditor will also assist in preparing the financial statements, schedule of expenditures of federal and/or state awards, and related notes of the Municipality in conformity with U.S. generally accepted accounting principles, practices prescribed by the New Jersey Department of Community Affairs, Division of Local Government Services and the Uniform Guidance based on information provided by the Municipality. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The Auditor will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and/or state awards, and related notes services previously defined. The Auditor, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls, including internal controls over federal and/or state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. The Municipality is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and/or state awards, and all accompanying information in conformity with principles and practices prescribed by the New Jersey Department of Community Affairs, Division of Local Government Services; and for compliance with applicable laws and regulations (including federal and/or state statutes) and the provisions of contracts and grant agreements (including award agreements). The Municipality's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to the Auditor and for the accuracy and completeness of that information. The Municipality is also responsible for providing the Auditor with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and NJ OMB Circular 15-08, (3) additional information that the Auditor may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom the Auditor determines it necessary to obtain audit evidence.

The Municipality's responsibilities include adjusting the financial statements to correct material misstatements and confirming to the Auditor in the management representation letter that the effects of any uncorrected misstatements aggregated by the Auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

The Municipality is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Auditor about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. The Municipality's responsibilities include informing the Auditor of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, the Municipality is responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that the Auditor reports. Additionally, as required by the Uniform Guidance and NJ OMB Circular 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal and/or state statutes, regulations, and the terms and conditions of federal and/or state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The Municipality is responsible for identifying all federal and/or state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and/or state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJ OMB Circular 15-08. Management agrees to include the Auditor report on the

schedule of expenditures of federal and/or state awards in any document that contains and indicates that the Auditor has reported on the schedule of expenditures of federal and/or state awards. The Municipality also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal and/or state awards that includes its report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal and/or state awards no later than the date the schedule of expenditures of federal and/or state awards is issued with the report thereon. The Municipality's responsibilities include acknowledging to the Auditor in the written representation letter that (1) management is responsible for presentation of the schedule of expenditures of federal and/or state awards in accordance with the Uniform Guidance and NJ OMB Circular 15-08; (2) the Municipality believes the schedule of expenditures of federal and/or state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and NJ OMB Circular 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) the Municipality has disclosed to the Auditor any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and/or state awards.

The Municipality is also responsible for the preparation of the other supplementary information, which the Auditor has been engaged to report on, in conformity with in conformity with the principles and practices prescribed by the New Jersey Department of Community Affairs, Division of Local Government Services. The Municipality agrees to include the Auditor's report on the supplementary information in any document that contains, and indicates that the Auditor has reported on, the supplementary information. The Municipality also agrees to include the audited financial statements with any presentation of the supplementary information that includes the Auditor's report thereon. The Municipality's responsibilities include acknowledging to the Auditor in the written representation letter that (1) management is responsible for presentation of the supplementary information in accordance with the principles and practices prescribed by the New Jersey Department of Community Affairs, Division of Local Government Services; (2) management believes the supplementary information, including its form and content, is fairly presented in accordance with the principles and practices prescribed by the New Jersey Department of Community Affairs, Division of Local Government Services; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to the Auditor any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit

findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to the Auditor corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. The Municipality is also responsible for providing management's views on the Auditor's current findings, conclusions, and recommendations, as well as the Municipality's planned corrective actions, for the report, and for the timing and format for providing that information.

The Municipality agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and/or state awards, and related notes, and any other nonaudit services the Auditor provides. The Municipality will be required to acknowledge in the management representation letter the Auditor's assistance with preparation of the financial statements, schedule of expenditures of federal and/or state awards, and related notes and that management has reviewed and approved the financial statements, schedule of expenditures of federal and/or state awards, and related notes prior to their issuance and has accepted responsibility for them. Further, management agrees to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

From time to time and depending on the circumstances, the Auditor may use third-party service providers in serving the Municipality's account. The Auditor may share confidential information about the Municipality with these service providers, but remain committed to maintaining the confidentiality and security of the Municipality's information. Accordingly, the Auditor will maintain internal policies, procedures, and safeguards to protect the confidentiality of the Municipality's personal information. In addition, the Auditor will secure confidentiality agreements with all service providers to maintain the confidentiality of the Municipality's information and the Auditor will take reasonable precautions to determine that appropriate procedures are in place to prevent the unauthorized release of the Municipality's confidential information to others. In the event that the Auditor is unable to secure an appropriate confidentiality agreement, the Municipality will be asked to provide its consent prior to the sharing of its confidential information with the third-party service provider. Furthermore, the Auditor will remain responsible for the work provided by any such third-party service providers.

The Auditor understands that the Municipality employees will prepare all cash, accounts receivable, or other confirmations the Auditor requests and will locate any documents selected by the Auditor for testing.

At the conclusion of the engagement, the Auditor will complete the appropriate sections of the Data Collection Form that summarizes the audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and/or state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The Auditor will coordinate with the Municipality the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

The Auditor will provide copies of its reports to each Councilman/woman, the Clerk, Administrator/Treasurer, Tax Collector and Solicitor. Additional copies will be furnished to meet the requirements of the Division of Local Government Services and the appropriate Federal and State Agencies. However, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of the Auditor's reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Holman Frenia Allison, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. The Auditor will notify the Municipality of any such request. If requested, access to such audit documentation will be provided under the supervision of the Auditor's personnel. Furthermore, upon request, the Auditor may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Municipality. If the Auditor is aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, the Auditor will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

2. COMPENSATION

The Auditor's fee for these services will not exceed **$50,380** for the Township audit plus **$1,025** for the LOSAP review. The fee for assisting with the 2020 Unaudited Annual Financial Statement would not exceed **$7,500**. The fee for assisting with the 2020 Unaudited Annual Debt Statement would not exceed **$2,000**. The fee for Compilation of the 2020 Basic Financial Statements would not exceed **$4,000**. The fee for assisting in the preparation of the 2020 Municipal Budget would not exceed **$3,000.** Specialized Financial Bonding Services will be **$5,000** for each financing.

The Auditor's standard hourly rates, which vary according to the degree of responsibility involved and the experience level of the personnel assigned to the Municipality's audit, are as follows:

STAFF	HOURLY RATE
Engagement Partner	$200.00
Quality Review Partner	200.00
Principal	170.00
Manager	160.00
Supervisor	140.00
Senior	120.00
Staff II	110.00
Staff I	90.00
Administrative	80.00

The invoices for these fees will be rendered each month as work progresses and are payable on presentation. If the Auditor elects to terminate its services for nonpayment, the engagement will be deemed to have been completed upon written notification of termination, even if the Auditor has not completed its report(s). The Municipality will be obligated to compensate the Auditor for all time expended and to reimburse the Auditor for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from the Municipality's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, the Auditor will discuss it with the Municipality and arrive at a new fee estimate before the Auditor incurs the additional costs. This would include if the State of New Jersey is delayed in the release of the Accounting and Financial Reporting for Postemployment Benefits other than Pensions causing the statutory deadline to be extended. Should this occur, the Auditor would be required to perform additional procedures, which may result in additional fees.

3. ADDITIONAL AUDITING AND/OR ACCOUNTING SERVICES

It is agreed by and between the parties that this contract does not cover additional auditing and/or accounting services to such events as fraud detection by the Auditor or Municipality, financial records being maintained in unauditable condition and requiring additional work by the Auditor, bond consulting services, or work of any other nature that would not be included in the normal services described in Section 1 of this contract. Prior to undertaking any such additional services on behalf of the Municipality, the Auditor shall obtain a Purchase Order approved by the Municipality authorizing said services and establishing the fee structure upon which said additional services shall be based, at the hourly rates set forth in Section 2 of this contract.

4. INDEPENDENT CONTRACTOR

It is recognized that the Auditor will be performing a variety of services in various capacities pursuant to this contract. It is specifically agreed by and between the parties that all compensation pursuant to this contract is based on the status of the Auditor as an independent contractor and no portion of this sum herein specified shall be payable for services rendered as an employee of the Municipality.

5. AFFIRMATIVE ACTION MANDATORY LANGUAGE

The parties of this contract agree to incorporate into this contract the mandatory Affirmative Action Language of P.L. 1975, c 127, (*N.J.A.C.17:27*) as attached (Exhibit A).

6. DURATION OF CONTRACT

This Contract shall take effect January 1, 2020 and continue through and including December 31, 2020, including specifically the time period during which the 2020 Audit is completed and filed in 2021.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

ATTEST:

Clerk

TOWNSHIP OF BARNEGAT

Mayor

Jerry W. Conaty, Auditor

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

In conforming with the applicable 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.

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:

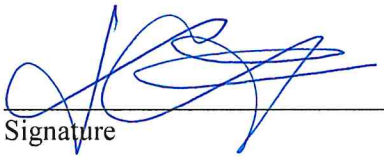
Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

Holman Frenia Allison, P.C.
Print Name of Company/Firm

Jerry W. Conaty
Print Name

01/16/2020
Date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