

Resolution 2017- 178

**COUNTY OF MORRIS
BOROUGH OF MOUNT ARLINGTON**

**RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES
CONTRACT WITH MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY
FOR TRANSPORTING, ACCEPTING, PROCESSING AND MARKETING
RECYCLABLE MATERIALS**

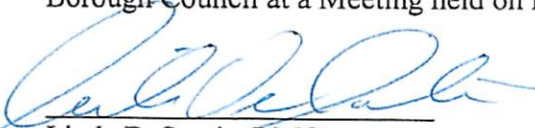
WHEREAS, the Borough of Mount Arlington is desirous of entering into a shared services agreement with the Morris County Municipal Utilities Authority; and

WHEREAS, The Borough Attorney has opined as to the legal sufficiency of said agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey as follows:

- 1) The Mayor and Borough Clerk are authorized and directed to are hereby authorized and directed to take such ministerial actions as are necessary to effectuate the shared Services Agreement with the Morris County Municipal Utilities Authority, for transporting, accepting, processing and marketing recyclable materials,
- 2) The execution of this agreement shall be subject to certification from the CFO as to the availability of funds per N.J.A.C.5:30-5.3 (a)
- 3) Upon adoption of authorizing resolution by the Morris County Municipal Utilities Authority, a copy of said resolutions shall be forwarded to the Division of Local Government Services in the Department of Community Affairs, per N.J.S.A. 40A: 65-4(b).
- 4) This Resolution shall take effect immediately.

I hereby certify this to be an accurate and true resolution as approved by the Mayor and Borough Council at a Meeting held on December 19, 2017.



Linda DeSantis, RMC
Borough Clerk

**AGREEMENT FOR TRANSPORTING AND
MARKETING RECYCLABLE MATERIALS**

THIS AGREEMENT, made this 1st day of January, 2018

BY AND BETWEEN: Morris County Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, with offices located at 214A Center Grove Road, in the Township of Randolph, County of Morris and State of New Jersey, ("MCMUA");

AND Borough of Mount Arlington, a Municipal Corporation of the State of New Jersey, located at 419 Howard Boulevard, in the County of Morris and State of New Jersey, ("Municipality");

WHEREAS, the provisions of the "New Jersey Statewide Mandatory Source Separation and Recycling Act," (N.J.S.A. 13:1E-99.11 et al.) (the "Act"), require every municipality in this State to provide for the source separation and recycling of marketable materials generated from residential premises within its jurisdiction; and

WHEREAS, pursuant to the Act, the Municipality has adopted and enforces mandatory source separation and anti-scavenger ordinance(s) for Recyclable Materials; and

WHEREAS, the MCMUA desires to assist municipalities in meeting their recycling goals pursuant to the Act by providing transportation services and providing markets for disposition of Recyclable Materials; and

WHEREAS, pursuant to the Municipal and County Utilities Authority Law, N.J.S.A. 40:14B-1 et seq., the MCMUA may enter into a contract with a municipality for the provision of recycling services, and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, (L.2007, c.63, s.2.), a Municipal Corporation and a County Utility Authority in the State of New Jersey are considered "Local Units". Local Units are encouraged and authorized to enter into agreements which promote the sharing and/or consolidation of services; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4(a)(3)(b), any agreement entered into pursuant to this section shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, by the Municipality pursuant to rules and regulations promulgated by the director; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, local units entering into shared services agreements must adopt a resolution authorizing and clearly identifying the agreement and ensure that a copy of the agreement shall be open to public inspection at the offices of the local unit immediately after passage of a resolution to become a party to the agreement; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5(c), the agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement; and

WHEREAS, the MCMUA has entered and may, from time to time, enter into agreements with recycling markets to which municipalities in Morris County may become parties pursuant to the Uniform Shared Services and Consolidation Act ("Recycling Agreements"); and

WHEREAS, on January 1, 2015, the MCMUA and the Municipality executed an Agreement for Transporting and Marketing Recyclable Materials, which agreement expires on December 31, 2017; and

WHEREAS, the parties wish to enter into a new agreement to provide for the transportation and marketing of the Municipality's recyclable materials.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter mentioned, the parties agree as follows:

I. Scope of the Agreement

A. The Municipality shall accept source separated recyclable materials listed in Schedule A, which materials shall comply with the requirements set forth in Schedule A (hereinafter referred to as "Acceptable Single Stream Recyclable Materials or "SSRM" "Acceptable Large Rigid Plastic," "Acceptable Vegetative Waste," "Acceptable Scrap Metal" or collectively, "Acceptable Materials"). The Acceptable Materials accepted at the Municipality's depot shall be deposited in roll-off containers provided by the MCMUA and/or the Municipality as set forth on Schedule C.

B. MCMUA personnel shall use the roll-off containers to provide transportation of the Acceptable Materials from the Municipality's depot to the recycling facilities listed on Schedule A. The roll-off containers used to transport the Acceptable Materials from the depot shall be provided by either the Municipality or the MCMUA pursuant to Schedule C. The Municipality's containers, if any, will be used in rotation with the MCMUA containers and other municipalities' containers, so that the Municipality's containers will not always be replaced at the Municipality's recycling center. The MCMUA will not be liable for any damage caused to the Municipality's containers in the event they are located at another municipality's recycling center, nor shall the MCMUA be liable for any other municipality's containers located the Municipality's depot.

C. The Municipality may, if the MCMUA is unable to provide transportation services in a timely manner, deliver the materials listed on Schedule A to the markets indicated on Schedule A.

D. Transportation costs and payment, if any, for the Acceptable Materials are indicated on Schedule B.

II. Municipal Responsibilities

A. The Municipality, or its agents, contractors, or subcontractors shall prepare or require the preparation of the Acceptable Materials according to the requirements set forth in Schedule A. The type of Acceptable Materials and the material preparation requirements of this Agreement may be subject to change as required by the recycling markets pursuant to the Recycling Agreements. The MCMUA shall inform the Municipality in writing of any changes in the type of Acceptable Materials or the material preparation requirements. Should the Municipality, or its agents, contractors or subcontractors deviate from the requirements of

Schedule A, the MCMUA may terminate this agreement upon ten (10) days written notice to the Municipality.

B. The Municipality shall provide all Acceptable Materials included on Schedule A, which are deposited at its depot to the MCMUA and shall not independently market any of the Acceptable Materials included on Schedule A which are delivered to its depot.

C. The Municipality shall provide an effective and on-going education and information program for all residents which shall include the distribution of a notification at least twice a year, as set forth in the Morris County District Recycling Plan, to insure public awareness of the recycling mandate. Such a notification shall include instructions and/or educational materials which shall be distributed to residents to promote participation. These materials shall include, at a minimum, the list of recyclable materials accepted as set forth on Schedule A. Within thirty (30) days of execution of this Agreement and annually thereafter, the Municipality shall submit a copy of its proposed instructions and educational materials to the MCMUA for approval.

D. The Municipality agrees to comply and to direct its agents, contractors or subcontractors to comply with all rules and regulations adopted by the MCMUA regarding any applicable State, Federal, or local laws or regulations.

III. MCMUA Rights and Responsibilities

A. The MCMUA reserves the right at any time to reject any materials which are not set forth on Schedule A. Should the markets listed on Schedule A reject the recyclable materials because they contain residual materials in excess of a de minimus quantity as identified by the market or for any other reason, the MCMUA reserves the right to return the load. The MCMUA reserves the right not to provide transportation of materials which have not been prepared for collection in accordance with the requirements set forth in Schedule A of this Agreement. Under no circumstances shall the Municipality, or its agents, contractors or subcontractors provide hazardous or contaminated materials. The Municipality assumes and retains any and all liability for any hazardous or contaminated materials, which are contained in the load.

B. In the event of a rejected load or portion of a rejected load by the market, the MCMUA may charge the Municipality up to \$250.00 per rejected load or portion thereof, due to the additional time loading, handling and transporting.

C. The MCMUA shall provide the vehicle(s) to transport the Acceptable Materials from the Municipality's depot. The MCMUA will maintain and provide fuel for same. The MCMUA will also provide a driver, employed by the MCMUA. The MCMUA will provide the necessary insurance coverage(s) including but not limited to general liability; automobile liability and worker's compensation. The MCMUA may be requested to provide a certificate of insurance evidencing coverage

D. The MCMUA will remove all Acceptable Materials from the Municipality's depot according to an established schedule. The Municipality may request additional hauls, which hauls the MCMUA will try to expedite within 48 hours of the call/request.

E. The MCMUA shall document tonnage of Acceptable Materials provided by the Municipality in accordance with this Agreement. On a monthly basis the MCMUA shall report

the tonnage by material to the Municipality. In all instances, monthly tonnage reports will be considered official documentation for tonnage credit.

F. The MCMUA shall retain ownership of any equipment owned by the MCMUA and provided for use by the Municipality during the term of this contract.

IV. Payment

A. The MCMUA will charge the Municipality a fee per load transported by the MCMUA from the Municipality's depot, as indicated on Schedule B. The MCMUA shall bill the Municipality by voucher on a monthly basis for the transportation service.

B. In addition to the transportation fee per load, the Municipality agrees to pay the MCMUA or be paid by the MCMUA for the marketing of Recyclable Materials as set forth in Schedule B.

C. In the event that a payment is due to the Municipality for the marketing of Acceptable Materials, the MCMUA shall deliver a voucher for payment to the Municipality on a monthly, quarterly, semi-annual and/or annual basis in the discretion of the MCMUA, and shall deliver payment to the Municipality within 45 days after receipt of the duly executed voucher from the Municipality. In the event that a payment is due to the MCMUA for the marketing of Acceptable Materials, the Municipality shall deliver payment to the MCMUA within 45 days of receipt of an invoice from the MCMUA. Invoices shall be prepared and sent to the Municipality on a monthly, quarterly, semi-annual and/or annual basis at the discretion of the MCMUA..

V. Schedule of Operation

A. The MCMUA has set forth in Schedule D a list of holidays on which no transportation from the Municipality's depot will be provided.

B. The MCMUA reserves the right not to provide transportation due to inclement weather, emergency or equipment breakdown.

C. The MCMUA will provide a schedule of holidays on which no recyclable materials will be accepted at the marketing facilities, as set forth in Schedule A, if requested by the Municipality.

VI. Indemnification

In addition to the other rights and remedies of the parties herein, the Municipality agrees to indemnify and hold harmless the MCMUA and the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Municipality's personnel arising out of this Agreement or any of the obligations assumed by the Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Municipality is solely or jointly responsible for such liability. In the event it is determined by a Court that the Municipality is not solely responsible for said liability, then the Municipality's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Municipality. The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its

behalf in such action or proceeding without waiving its rights or the Municipality's obligation under this paragraph.

In addition to the other rights and remedies of the parties herein, the MCMUA agrees to indemnify and hold harmless the Municipality, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the MCMUA arising out of this Agreement or any of the obligations assumed by the MCMUA hereunder, provided it is determined by a Court having the appropriate jurisdiction that the MCMUA is solely or jointly responsible for such liability. In the event it is determined by court that the MCMUA is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the MCMUA. The MCMUA, upon notice from the Municipality, shall resist and defend, at the expense of the MCMUA, such action or proceeding with counsel reasonably satisfactory to the Municipality. In addition, at its option, the Municipality may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the MCMUA's obligation under this paragraph.

VII. Assignment

The MCMUA, in its sole discretion, reserves the right to assign any or all of its rights and obligations without the consent of any other parties to the County of Morris. Any other assignment of this Agreement by either party to this Agreement shall require the written consent of the other party.

VIII. Term of Agreement and Default and Termination

This Agreement shall commence on January 1, 2018 and continue for three years until December 31, 2020 unless sooner terminated in accordance with the terms set forth herein.

The following shall constitute an Event of Default on the part of either party to this Agreement:

- A. Persistent or repeated failure to timely perform any material obligations under the term of this agreement; or
- B. Failure to make payments which are owed under this Agreement within thirty (30) days following the time they become due and payable.

In the Event of Default by either party, if within ten (10) days after the defaulting party shall have received notice from the other that an Event of Default has occurred, the defaulting party has neither remedied nor has commenced or continued to pursue with due diligence an effective remedy for any such Event of Default, the other party shall have the option to terminate this Agreement by providing written notice to the defaulting party and shall have the right to seek all remedies provided by law against the defaulting party.

IX. Appropriation of Funds

This Agreement is subject to the availability, appropriation and certification of sufficient funds as may be required, and this Agreement may be canceled if sufficient funds are not available, appropriated or certified. The MCMUA shall notify the Municipality as soon as possible of the lack of funds.

X. Prior Agreements Superseded

This agreement shall supersede all other oral or written agreements between the parties regarding the subject matter herein, including, but not limited to the Agreement for Transporting and Marketing Recyclable Materials dated January 1, 2015 and amendments and revisions thereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands or caused these presents to be signed by their proper corporate officers and cause their proper corporate seal to be hereto affixed, the day and year first above written.

MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY



Larry Gindoff, Executive Director

MUNICIPALITY



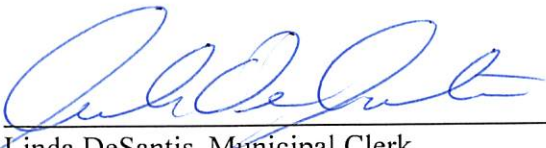
Michael Stanzilis, Mayor

ATTEST:



Marilyn Regner, Secretary

ATTEST:



Linda DeSantis, Municipal Clerk

DATE:

1-4-18

DATE:

12-27-17

SCHEDULE A

Acceptable Material Collected at Municipal Recycling Center


“Acceptable Single Stream Recyclables” (SSRM) consists of a mix of Container Mix and Fiber Mix recyclable materials, listed below, collected as a single materials stream mixed together in one or more containers, delivered to ReCommunity located in Mine Hill.

“Container Mix” (Bottles, Cans & Containers) consist of the following, loose, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars of any color. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin-plated, food and beverage containers, all sizes. Empty and dry paint and empty aerosol cans. Paper labels are acceptable.
- Aluminum used beverage containers
- Clean Aluminum foil, pie plates and trays
- All plastic narrow neck bottles SPI Codes #1 and #2:

PET plastic bottles (SPI Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, some shampoo bottles; caps and labels are acceptable.

HDPE plastic bottles (SPI Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.

- All plastic food and beverage containers with SPI Codes  including but not limited to:

PETE HDPE LDPE PP OTHER



PET plastic food and beverage containers (SPI Code #1)



HDPE plastic food and beverage containers (SPI Code #2) Motor oil and anti-freeze containers are not acceptable.



LDPE plastic food and beverage containers (SPI Codes #4) – butter and margarine tubs



Polypropylene plastic food and beverage containers (SPI Codes #5) –yogurt containers



Other plastic food and beverage containers (SPI Codes #7) – mixed plastic containers

- Small Mixed rigid, bulky HDPE - defined as HDPE items (buckets including 5-gallon, crates, kitty litter, empty and dry plastic paint cans, toys, trays, bins, barrels etc.). This category often referred to as “Injection HDPE”.
- Cartons and aseptic containers – juice boxes, gable top milk and juice

“Fiber Mix” consists of the following, loose (not tied or bundled), and commingled:

- ONP - old newspapers and advertisement inserts, loose or placed in Kraft(brown) paper bags.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags,
- OCC - old corrugated containers (cardboard) and that have liners of Kraft, jute, or test liner. OCC can be damp but not soaked. Wax coated OCC containers are not acceptable
- Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging including wet strength material used in beverage carriers. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books and soft cover books.
- Shredded paper in clear or translucent plastic bags.

“Acceptable Large Rigid Plastic” – delivered to ReCommunity or other market as determined by the MCMUA.

If the Municipality chooses to collect them, Large and Small Mixed Rigid Plastic materials will be acceptable in a separate roll-off container at the Municipality’s recycling center. These include, but are not limited to plastic large toys, plastic sandboxes, plastic furniture.

“Unacceptable Material” is any material not specifically listed as Acceptable Material, including but not limited to:

- No Plastic Bags or bagged material in plastic film bags (newsprint may be placed in a Kraft bag) Notwithstanding the foregoing or any language to the contrary, shredded paper in clear or translucent plastic bags is an Acceptable Material.
- Loose shredded paper.
- Mirrors, window or auto glass, light bulbs, ceramics, any PVC or Polystyrene plastic containers with #3 or #6 on them or no # at all, oil or antifreeze containers, plastic bags, coat hangers, or any household items (such as toasters, cooking pots or pans, etc.)
- Hard cover books
- Hazardous, toxic, radioactive, or similarly dangerous material
- Food scraps or any other organic material
- Scrap metal
- Electronic Waste (batteries, cell phones, computers)
- Agricultural plastic (flower pots and trays)
- “Excessive Moisture or Snow Content” means an amount of moisture or snow that will negatively impact the processing ability of the recycling market (e.g., equipment jams), or that will create product conditions (e.g., clumping or insufficient separation) that are likely to cause downgrading or rejection by the outbound market.”



Other Recyclable Materials may be accepted as mutually agreed to by the MCMUA and the recycling market.

SCHEDULE A (continued)

Acceptable Vegetative Waste

Delivered to the MCMUA's Vegetative Waste Recycling Facility in Mount Olive.

The following materials are acceptable at MCMUA compost facility:

- Leaves - May be mixed with grass*
- Grass - May be mixed with leaves*
- Brush - Must be kept separate from leaves and grass. No limbs or brush over 3 to 4 inches in diameter will be accepted.

All of these materials must be clean to be accepted. Material/loads **must not** contain any contaminants (rock, dirt, plastics, stumps, etc.).

The MCMUA has full load policy which means that all loads from the Municipality will be invoiced as a full load. The MCMUA will not invoice for partial loads. If a partial load is received, the Municipality will be invoiced for a full load.

* Loads of leaves and grass mixed together will be invoiced at the rate for the higher material.

Acceptable Scrap Metal

Delivered to a scrap metal processor as determined by the MCMUA. The material preparation requirements are set forth by the scrap metal processor.

SCHEDULE B

TRANSPORTATION AND MARKETING COSTS AND REBATES

Transportation Costs

From January 1, 2018 until December 31, 2018, the MCMUA will charge the Municipality \$108.00 per container load of material delivered from the Municipality's depot to the markets indicated on Schedule A.

From January 1, 2019 until December 31, 2019, the MCMUA will charge the Municipality 110.00 per container load of material delivered from the Municipality's depot to the markets indicated on Schedule A.

From January 1, 2020 until December 31, 2020, the MCMUA will charge the Municipality 112.00 per container load of material delivered from the Municipality's depot to the markets indicated on Schedule A.

Marketing Costs and Revenue

“Acceptable Single Stream Recyclables” (SSRM):

The MCMUA shall pay or invoice the Municipality 100% of the revenue earned or cost incurred from the sale of the SSRM.

Large Rigid Plastic

The MCMUA shall pay or invoice the Municipality 100% of the revenue earned or cost incurred from the sale of the Large Rigid Plastic.

Vegetative Materials:

The costs for the disposition of this material are the advertised rates for each material, brush, leaves and grass as set each year by the MCMUA.

Scrap Metal:

The MCMUA shall pay or invoice the Municipality 100% of the revenue earned or cost incurred from the sale of the Scrap Metal.

SCHEDULE C

ROLL-OFF CONTAINERS PROVIDED

The Municipality shall provide the following containers necessary to transport the Acceptable Materials listed below. The containers will be integrated into the MCMUA's pool of containers, so that when a full container is removed, an empty container, which may not belong to the Municipality, will be left in its place. If the Municipality terminates this Agreement, the Municipality's containers will be returned.

The following is a list of containers provided by the Municipality.

One (1) - 40 cubic yard enclosed container for large rigid plastic, and

There was also one 30 cubic yard open-top container from the Municipality in circulation with the MCMUA, which the MCMUA took out of circulation at the end of 2010 due to excessive rust. In February 2011, the Municipality indicated that it transferred ownership of that container (Container number MAL2 (aka MTA2)) to the MCMUA. Additionally, container number MTA1 (probably aka MAL1) was taken out of service and in August 2017 the Municipality transferred ownership of that container to the MCMUA.

The MCMUA shall provide the following containers necessary to transport the Acceptable Materials listed below:

One (1) - 30 cubic yard open-top container for vegetative waste,
One (1) - 30 cubic yard open-top container for scrap metal, and
Two (2) - 30 cubic yard open-top containers for single-stream recycling.

These containers shall continue to be used pursuant to this agreement. The number of containers required is subject to change in the event of increased volumes and/or additional Recyclable Materials being added to Schedule A.

SCHEDULE D

HOLIDAYS ON WHICH NO TRANSPORTATION WILL BE PROVIDED

New Years Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

SCHEDULE E

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

For the purposes of this section, "Contractor" shall mean both the MCMUA and the Municipality.

During the performance of this contract, the Contractor agrees as follows:

a. 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all 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 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.

b. 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.

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of 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.

d. 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.

e. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*, or good faith efforts to meet targeted County employment goals determined by the Division, pursuant to *N.J.A.C. 17:27-5.2*.

f. 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.

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

h. In conforming with the targeted 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.

i. 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

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

Americans with Disabilities Act Compliance - The Parties hereby acknowledge and agree that both parties are public entities which are required to comply with the Americans with Disabilities Act.

The Contractor and the Owner do hereby agree that the provisions of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any actions available to it under any other provisions of this Agreement or otherwise at law.