

PROFESSIONAL SERVICE AGREEMENT

AGREEMENT made this 4th day of December, 2019 by and between **THE COUNTY OF OCEAN**, having an address for the purpose of this Agreement of Administration Building, 101 Hooper Avenue, PO Box 2191, Toms River, New Jersey 08754-2191 (hereinafter "County") and Holman Frenia Allison, P.C., having an address for the purpose of this Agreement of 680 Hooper Avenue, Building B, Suite 201, Toms River, New Jersey 08753 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, The County of Ocean has publicly solicited Request for Qualifications for the provision of special audit services in accordance with N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, the responses received by the County of Ocean were reviewed by

1. **SCOPES OF ACTIVITIES.** Consultant agrees to render the professional audit services as set forth in the attached Scopes of Activities (Exhibits A, B and C). All of the provisions of Exhibits A, B & C are incorporated herein by reference as if set forth at length herein.
2. **TIME OF PERFORMANCE.** This Agreement shall be for the period of
January 1, 2000 through December 31, 2000.

6. **TERMINATION.** The County may, by giving thirty (30) days' written notice to the Consultant, terminate this Agreement in whole or in part. All finished or unfinished reports prepared by the Consultant shall become property of the County. The Consultant shall be entitled to receive just and equitable compensation for any work completed, provided that in no event shall the compensation paid to the Consultant exceed the Project Budget limits established in Paragraph 3B above.
7. **INSURANCE.** The Consultant agrees to provide and pay for Professional Liability, Comprehensive General Liability, and Automobile Liability Insurance with aggregate limits of \$1,000,000.00 each, naming the County as an additional insured on the Comprehensive General Liability and Automobile Liability

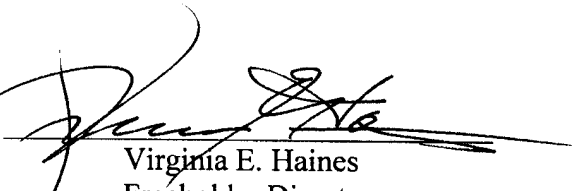
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and year first above written.

ATTEST:

**OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS**



Mary Ann Cilento
Clerk of the Board

By: 

Virginia E. Haines
Freeholder Director

EXHIBIT A

SCOPE OF ACTIVITIES

Consultant understands that the Ocean County Department of Employee Relations, Division of Risk Management wishes to conduct an agreed-upon procedures engagement for the Workers' Compensation Trust Fund; the General Liability, Automobile Liability, and Professional Liability policies.

6. Provide necessary information to the Applicant in the following manner:

EXHIBIT B

SCOPE OF ACTIVITIES

Consultant understands that the Ocean County Department of Senior Services wishes to conduct an agreed-upon procedures engagement for special audit services commencing March 1, 2020.

1. **AUTHORIZED REPRESENTATIVE.** The Director of the Ocean County Department of Senior Services is designated as the County's Authorized Representative. The Authorized Representative shall be the point of contact between the Consultant and the County. Consultant shall not undertake any Task without authorization from the Authorized Representative. The Authorized Representative shall sign the engagement letter on behalf of the County.

4. Complete a report to the Board of Chosen Freeholders, County of Ocean, and the Office of Senior Services. Report will detail procedures applied related findings

EXHIBIT C

SCOPE OF ACTIVITIES

Consultant understands that the Ocean County Office of the Fire Marshal desires to conduct an agreed-upon procedures engagement for the Standard Operating Procedures manual for the period of January 1, 2020 through December 31, 2020.

1. **AUTHORIZED REPRESENTATIVE.** The Fire Marshal of the Office of the

EXHIBIT E
AFFIRMATIVE ACTION ADDENDUM

1. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with these terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.
2. The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.
3. Contractor shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.
4. **PROCUREMENT AND SERVICE CONTRACT - MANDATORY LANGUAGE**

During the performance of a 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

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 P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with

Provisions D, E, F, G or H not required for subcontractors with four (4) or fewer employees or a Contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

EXHIBIT F

AMERICANS WITH DISABILITIES ACT **Equal Opportunity For Individuals With Disabilities**

The Contractor and the County do hereby agree that the provisions of Title II 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 Agreement. In providing any aid, benefit, or service on behalf of the County pursuant to this Agreement, 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 Agreement, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, 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,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED