

C O N T R A C T

THIS MATTER, made this 6th day of January, 2021,
by and between,

TOWNSHIP OF MILLSTONE, a municipal
corporation of the State of New Jersey

hereinafter referred to as "Township";

AND

HOLMAN FRENIA ALLISON, P.C.
680 Hooper Avenue, Building B, Suite 201
Toms River, NJ 08753

hereinafter referred to as " Contractor ".

WITNESSETH:

1. Township hereby appoints and employs the Contractor effective January 1, 2021 to provide financial and accounting consulting services to the Township in support of temporary Chief Financial Officer as provided by the statutes and ordinances pertaining thereto and to perform such other supportive financial and accounting activities as from time to time the Township Committee may direct.

2. The Contractor shall be responsible for:

(a) Employing, supervising and compensating, at its expense, such additional staff as may be necessary to fulfill the requirements of this Contract;

(b) Equipping and maintaining, at its expense, employees to perform such services.

3. The Township hereby agrees to pay the Contractor for the services performed as provided on the attached proposal attached

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3. The Township hereby agrees to pay the Contractor for the services performed as provided on the attached proposal attached

hereto as Exhibit "B".

4. The fees paid to the Contractor from the budgeted consulting services account shall not exceed \$45,000.00.

5. The Contractor will make every effort to minimize costs to the Township. In doing so, the Contractor shall not bill the Township for conferences that are instructional, educational, supervisory or administrative in nature.

6. As a prerequisite to payment, Contractor shall complete and execute vouchers provided by the Township.

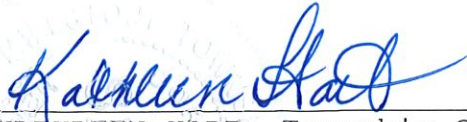
7. Statutorily Required Affirmative Action Clause:

Attached hereto and incorporated herein is Exhibit A, Mandatory Affirmative Action Language Goods, Services and Professional Services Contracts, and Exhibit B, Mandatory Certification #9633 Certificate of Employee Information Report issued by the Treasurer of the State of New Jersey.

8. Professional Services Contract. The contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a) because it is for services performed by persons authorized by law to practice a recognized profession.

9. This Contract shall remain in effect until December 31, 2021.

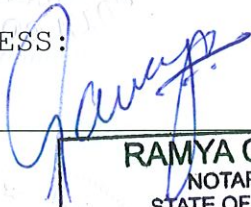
ATTEST:
(Affix Seal)


KATHLEEN HART, Township Clerk

TOWNSHIP OF MILLSTONE

By:  , Mayor

WITNESS:



RAMYA CHANDRAN
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2446111
MY COMMISSION EXPIRES MAY 7, 2024

HOLMAN FRENIA ALLISON, P.C.

By: 

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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.

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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-36 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 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.

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, race, 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.

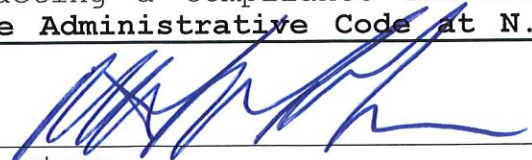
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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.



Signature

RESOLUTION NO. 21-56
MEETING DATE: 01-06-21

**RESOLUTION AUTHORIZING AWARD OF A NON-FAIR AND OPEN CONTRACT
FOR PROFESSIONAL FINANCIAL AND ACCOUNTING CONSULTING SERVICES**

C/Ferro offered the following Resolution and moved its adoption which was seconded by **C/Morris**.

WHEREAS, the Township of Millstone has a need for professional financial and accounting consulting services; and

WHEREAS, such professional services can only be provided by licensed professionals and the firm of Holman, Frenia, Allison, P.C. is so recognized; and

WHEREAS, Holman, Frenia, Allison, P.C. has set forth its proposed services in a written proposal dated January 6, 2021; and

WHEREAS, this appointment is subject to the execution of a Contract; and

WHEREAS, the Township Committee has determined that it is in the best interest of the Township to retain Holman, Frenia, Allison, P.C. for the aforesaid financial and accounting consulting services; and

WHEREAS, this contract is to be awarded for an amount not to exceed \$45,000.00 for the professional services as stated in Holman, Frenia, Allison, P.C.'s proposal dated January 6, 2021; and

WHEREAS, Holman, Frenia, Allison, P.C. has completed and submitted a Political Contribution Disclosure form in accordance with P.L. 2005, c 271; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for this contract are available in line item number 1-01-20-130-172, upon adoption of the 2021 budget.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Millstone as follows:

1. Holman, Frenia, Allison, P.C. is hereby retained to provide professional financial and accounting consulting services as described in their above proposal dated December 7, 2020, for an amount not to exceed \$45,000.00.
2. The contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a) because it is for services performed by persons authorized by law to practice a recognized profession. The Mayor and Administrator are hereby authorized to sign said contract.

3. The Mayor and Township Administrator are hereby authorized to execute the Contract attached hereto.
4. A copy of the Resolution as well as the contract shall be placed on file with the Township Clerk of the Township of Millstone.

ROLL CALL:

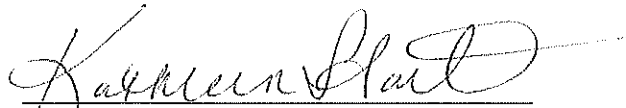
AYES: C/Ferro, DM/Grbelja, C/McLaughlin, C/Morris, M/Dorfman

NAYS: None

ABSTAIN: None

ABSENT: None

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of January 6, 2021.

A handwritten signature in cursive script, appearing to read 'Kathleen Hart', is written over a horizontal line.

KATHLEEN HART, RMC
Township Clerk