

SERVICE AGREEMENT

THIS AGREEMENT, made on this 22nd day of January 2020, between:

TOWNSHIP OF UNION IN THE COUNTY OF UNION, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township;" and

LaGUARDIA & ASSOCIATES ENTERTAINMENT LLC., whose address is 388 Pompton Avenue, Cedar Grove, N.J. 07009, hereinafter referred to as the "Service Provider."

WITNESSETH

The Township and the Service Provider, for the consideration hereinafter specified, agree as follows:

1. Service Provider agrees to provide to the Township Entertainment Services for the 2020 Summer Concert Series.
2. Said service shall be provided in a professional and workmanlike manner and in accordance with the Service Provider's Proposal, attached hereto as Exhibit B and incorporated herein; which Proposal identifies the scheduled entertainers and concert dates. The Service Provider shall insure all appropriate performance licenses are secured, that the Township is protected by said licenses against any violation claims and shall indemnify the Township against any and all claims of violation of any rights.
3. The Township agrees to pay the Service Provider a cost as set forth in the Service Provider's Proposal for a total annual amount not to exceed \$ 24,750.00.
4. Payments will be made upon the submission of a duly authenticated voucher showing the work performed and the payment required. Said payment to be made after approval of the voucher by the Township's authorized official (s)
5. The Service Provider will comply with all rules, regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time, and with all subdivisions of N.J.S.A. 10:2-1 through 10:2-4, and all rules and regulations promulgated thereunder.
6. The parties of this Contract agree, in accordance with the Affirmative Action regulations pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time to incorporate and make part of this Contract.

IN WITNESS WHEREOF, the party of the first part has caused this agreement to be signed by the Chairman of its Township Committee, attested to by its Township Clerk and its corporate seal to be hereto affixed, and the party of the second part has caused this agreement to be signed by its authorized representative, attested to by its Secretary and caused its corporate seal to be hereto affixed, all on the day and year above written.

ATTEST



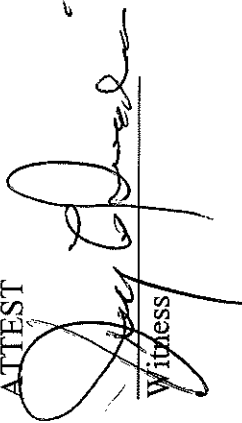
Township Clerk
Eileen Birch

TOWNSHIP OF UNION IN
THE COUNTY OF UNION



Michele Delisfort, Chairwoman of
the Township Committee

ATTEST



Witness



Authorized Representative

ATTACHMENT B

Proposal for Entertainment Services for the Township of Union 2018

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. 10:5-31 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 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.