

**NJ MUNICIPAL ENVIRONMENTAL RISK MANAGEMENT FUND
OPEN MINUTES
MEETING OF MARCH 4, 2015
JAMESBURG, NEW JERSEY
10:50 AM**

Meeting called to order by Paul Shives. The Open Public Meeting Notice was read into the record.

ROLL CALL OF 2015 EXECUTIVE COMMITTEE:

Chairman:	Morris	Frank Wilpert	Absent
Secretary:	Ocean	Paul Shives	Present
Executive Committee:	Burlco	Richard Brook	Present
	Central	Robert Landolfi	Present
	Sub Essex JIF	Joe Catenaro	Present
	Monmouth	Thomas Nolan	Present
	Camden	Joe Wolk	Present
	Sub-Muni	Jim Gildea	Present
Alternates:			
	#1 PMM	Scott Carew	Present
	#2 Trico	Robert Law	Present
	#3 South Bergen	Greg Franz	Present
	#4 Bergen	Paul Tomasko	Present
	#5 NJUA	Tammy Fetherman	Present

APPOINTED OFFICIALS PRESENT:

Executive Director/ Administrator	Perma Risk Management Services	James Kickham	Present
Attorney	Dorsey & Semrau	Fred Semrau, Esq.	Present
Treasurer		Charles S. Cuccia	Present
Underwriting Managers	The Danskin Agency Conner Strong & Buckelew	Cindy Lisa Chuck Casagrande Mike Avalone	Present Present Present
Claims Administrator	King and Petracca	Peter King, Esq.	Present
Environmental Engineering Services	First Environment T&M Associates	Rich Erickson Chris Gulics	Present Present
Actuary	AON	Chaz Kullman	Present
Auditor	Nisivoccia, L.L.P.	Francis "Bud" Jones	Absent

OTHERS PRESENT:

David Grubb, PERMA
Steve Sacco, PERMA
Cate Kiernan, PERMA
Nancy Ghani, PERMA
Jason Thorpe, PERMA
Joen Ciannella, PERMA
Patrick O'Hagan, Midland Park
Scott Tennant, AJ Gallagher
Karen DiMeglio, Wells Fargo
Jeff Lang, Wells Fargo
Frank Covelli, RMC

APPROVAL OF MINUTES: January 7, 2015

MOTION TO APPROVE OPEN AND CLOSED MINUTES OF JANUARY 7, 2015

MOTION: Commissioner Catenaro
SECOND: Commissioner Wolk
VOTE: Unanimous

CORRESPONDENCE :

None

TREASURER

Mr. Cuccia presented his report and Resolution No. 13-15 confirming the February Bill List and Resolution No. 14-15 approving the March Bill List as follows:

RESOLUTION 13-15 -FEBRUARY BILL LIST

FUND YEAR	AMOUNT
2013	\$ 29,983.22
2014	\$598,160.27
Total	\$628,143.49

RESOLUTION 14-15 - MARCH BILL LIST

FUND YEAR	AMOUNT
2014	\$ 3,172.00
2015	\$ 48,514.32
Total	\$ 51,686.32

MOTION TO APPROVE PAYMENT OF BILLS - RESOLUTION NO. 13-15 AND 14-15

MOTION: Commissioner Tomasko
SECOND: Commissioner Landolfi
ROLL CALL VOTE: Unanimous

ASSET MANAGER:

Jeffrey Lang and Karen DiMeglio from Wells Fargo were present and distributed a summary report on the Financial Assets and Performance of the EJIF. Mr. Lang reported that the EJIF has \$24.4 million invested with a purchase yield of .80 basis points as of December 31, 2014.

EXECUTIVE DIRECTOR/ADMINISTRATOR:

PROFESSIONAL SERVICE AGREEMENTS – Mr. Sacco informed the Board that in 2006, the EJIF adopted standard contract language for professional service agreements. He noted that the standard contract had to be updated to track to language in the law on Political Contributions, Affirmative Action and Records. He referred to the Resolution enclosed within the agenda booklet with tracked changes that had been reviewed by the Fund Attorney. Mr. Sacco noted that the clauses unique by Fund professional were set forth in the first section of the professional service agreements.

MOTION TO ADOPT RESOLUTION #15-15 AMENDING THE FUND'S STANDARD CONTRACT PROVISIONS.

MOTION: Commissioner Wolk
SECOND: Commissioner Law
ROLL CALL VOTE: Unanimous

ACTUARIAL IBNR REPORT- Mr. Sacco referred to the actuarial IBNR estimates valued as of December 31, 2014 contained within the Agenda booklet. He informed the Board that the Fund Actuary, Mr. Kullman from Aon, was present and asked that he give a brief verbal report. Mr. Kullman indicated that there has been very little change in loss experience. He added that there was very little loss activity in the 4th quarter of 2014.

NEXT MEETING - The next meeting of the EJIF is scheduled for Wednesday, June 3, 2015 at the Forsgate CC, Jamesburg.

FINANCIAL FAST TRACK – Mr. Kickham referred to Financial Fast Track enclosed within the agenda booklet. He informed the Committee of the Fund's current statutory surplus position.

ATTORNEY:

Mr. Semrau advised that he would like to provide the Board with an update for the Old Bridge claim that was discussed during Closed Session of the January 2015 meeting. He reported that following a meeting with EJIF Professionals and representatives from Old Bridge, a settlement agreement has been put together. Mr. Semrau informed the Board that he is currently waiting for Old Bridge's approval of the settlement agreement.

UNDERWRITING MANAGERS:

Mr. Casagrande referred to his report enclosed within the agenda booklet. He informed the Board that Policy Form re-write was presented to Risk Managers and Fund Professionals at seminars in January. He indicated that there was a meeting held with professionals subsequent to the seminars and during those meetings it was recommended that further revisions be made. Mr. Casagrande requested that the Board authorize the Coverage Committee to approve the final Policy Form. Mr. Sacco added that once the final Policy Form is received, it will be distributed to the Coverage Committee. Commissioner Shives asked if there were any questions. Hearing none, he asked for a motion to approve the request.

MOTION TO AUTHORIZE THE COVERAGE COMMITTEE TO REVIEW AND APPROVE THE FINAL POLICY FORM.

MOTION:	Commissioner Landolfi
SECOND:	Commissioner Law
VOTE:	Unanimous

Lastly, Mr. Casagrande noted that the “Hidden Cost of Free Property” Environmental Alert was re-issued to the membership. He added that a copy of this Environmental Alert can be found on the EJIF website. Mr. Casagrande noted that there has been a lot of activity in that area.

ENVIRONMENTAL ENGINEERING:

Mr. Erickson informed the Board that First Environment and T&M Associates met recently to discuss consolidating and making recommendations for all of the AST requirements. He added that they would like to place all of the requirements in a single document that is easy to access

Mr. Gulics reported that the engineers have gotten recent requests for property inspections. also thanked the Board for the appointment on behalf of T&M Associates. He indicated that the recent reissuance of the “Hidden Cost of Free Property” Environmental Alert may be sparking interest.

ACTUARY

Mr. Kullman indicated that he had nothing further to report.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

PUBLIC COMMENT:

None.

CLOSED SESSION:

MOTION FOR EXECUTIVE SESSION TO DISCUSS CLAIMS/POTENTIAL LITIGATION

MOTION: Commissioner Catenaro
SECOND: Commissioner Nolan
VOTE: Unanimous

MOTION TO RETURN TO OPEN SESSION

MOTION: Commissioner Wolk
SECOND: Commissioner Gildea
VOTE: Unanimous

MOTION TO APPROVE THE PARS AS PRESENTED DURING CLOSED SESSION

MOTION: Commissioner Catenaro
SECOND: Commissioner Gildea
ROLL CALL VOTE: Unanimous

MOTION TO ADJOURN MEETING

MOTION: Commissioner Tomasko
SECOND: Commissioner Franz
VOTE: Unanimous

Meeting Adjourned: 11:08 AM

Next Meeting:

**June 2015
Forsgate CC
Jamesburg, NJ**

Respectfully submitted,

Prepared by Jason D. Thorpe, Assistant Secretary

**NEW JERSEY MUNICIPAL ENVIRONMENTAL RISK MANAGEMENT FUND
BILLS LIST**

Resolution No. 13-15

FEBRUARY 2015

WHEREAS, the Treasurer has certified that funding is available to pay the following bills:

BE IT RESOLVED that the New Jersey Municipal Environmental Risk Management Fund's Executive Board, hereby authorizes the Fund treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Fund.

FUND YEAR 2014

<u>Check Number</u>	<u>Vendor Name</u>	<u>Comment</u>	<u>Invoice Amount</u>
000289			
000289	T & M ASSOCIATES	PROFESSIONAL SERVICES - 12/12/214	14,404.42
			14,404.42
000290			
000290	PERMA RISK MANAGEMENT SERVICES	POSTAGE FEE 12/2014	49.30
000290	PERMA RISK MANAGEMENT SERVICES	E-FILING 2014 1099 MISC.	31.20
			80.50
000291			
000291	SHERATON ATLANTIC CITY	MEETING ROOMS SETUP/LUNCH 11/19/14	2,149.41
			2,149.41
000292			
000292	ALLSTATE INFORMATION MANAGEMNT	DEPT: 736 - ACT & STOR - 12/31/2014	18.23
			18.23
000293			
000293	FIRST ENVIRONMENT, INC.	PROFESSIONAL SERVICES - 12/2014	13,330.66
			13,330.66
		Total Payments FY 2014	29,983.22

FUND YEAR 2015

<u>Check Number</u>	<u>Vendor Name</u>	<u>Comment</u>	<u>Invoice Amount</u>
000294			
000294	PERMA RISK MANAGEMENT SERVICES	POSTAGE FEE 01/2015	7.68
000294	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR FEE 02/2015	20,565.00
			20,572.68
000295			
000295	DORSEY & SEMRAU	ATTORNEY FEE 1ST QTR 2015	18,011.75
			18,011.75
000296			
000296	CHARLES CUCCIA	TREASURER FEE 02/2015	1,545.00
			1,545.00
000297			
000297	PRINCETON PUBLIC AFFIARS GROUP	PROFESSIONAL SERVICES - JAN 5 - FEB 4	4,500.00
			4,500.00
000298			
000298	MUNICIPAL EXCESS LIABILITY JIF	REIMBURSE 1/3 MTG COST FOR 1/7/15	962.84
			962.84
000299			
000299	DANSKIN INSURANCE AGENCY, INC.	NJ PLIGA SURCHARGE 2015	4,772.00
000299	DANSKIN INSURANCE AGENCY, INC.	TERRORISM PREMIUM 2015	5,250.00
000299	DANSKIN INSURANCE AGENCY, INC.	EXCESS POLLUTION LIABILITY 2015	525,000.00
			535,022.00

000300
000300

DANSKIN INSURANCE AGENCY INC

UNDERWRITING MANAGER FEE 02/2015

17,546.00

17,546.00

Total Payments FY 2015

598,160.27

TOTAL PAYMENTS ALL FUND YEARS \$ 628,143.49

**NEW JERSEY MUNICIPAL ENVIRONMENTAL RISK MANAGEMENT FUND
BILLS LIST**

Resolution No. 14-15

MARCH 2015

WHEREAS, the Treasurer has certified that funding is available to pay the following bills:

BE IT RESOLVED that the New Jersey Municipal Environmental Risk Management Fund's Executive Board, hereby authorizes the Fund treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Fund.

FUND YEAR 2014

<u>Check Number</u>	<u>Vendor Name</u>	<u>Comment</u>	<u>Invoice Amount</u>
000301			
000301	T & M ASSOCIATES	PROFESSIONAL SERVICES - 12/2014	3,172.00
			3,172.00
		Total Payments FY 2014	3,172.00

FUND YEAR 2015

<u>Check Number</u>	<u>Vendor Name</u>	<u>Comment</u>	<u>Invoice Amount</u>
000302			
000302	T & M ASSOCIATES	PROFESSIONAL SERVICES - 1/16/2015	4,060.00
			4,060.00
000303			
000303	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR JAN/FEB 2015 ADJUST	-22.00
000303	PERMA RISK MANAGEMENT SERVICES	EXECUTVIE DIRECTOR - 03/2015	20,554.00
			20,532.00
000304			
000304	CHARLES CUCCIA	TREASURER FEE 03/2015	1,545.00
			1,545.00
000305			
000305	PRINCETON PUBLIC AFFIARS GROUP	PROFESSIONAL SERVICES - 2/5/15-3/4/15	4,500.00
			4,500.00
000306			
000306	DANSKIN INSURANCE AGENCY INC	UNDERWRITING MANAGER - 03/2015	17,556.00
			17,556.00
000307			
000307	NJ ADVANCE MEDIA	ACCT: XNJEN0555599 - 01/29/15 - MEETING	39.44
			39.44
000308			
000308	ALLSTATE INFORMATION MANAGEMNT	ACCT: 736 - ACT & STOR 01/31/2015	83.04
			83.04
000309			
000309	TOWNSHIP OF TOMS RIVER	BLCK NO. 232.26 LOT NO.19 TAX ACCT 30406	99.42
000309	TOWNSHIP OF TOMS RIVER	BLCK NO. 232.26 LOT NO.19 TAX ACCT 30406	99.42
			198.84

Total Payments FY 2015 48,514.32

TOTAL PAYMENTS ALL FUND YEARS \$ 51,686.32

RESOLUTION NO: 15-15

NEW JERSEY MUNICIPAL ENVIRONMENTAL RISK MANAGEMENT FUND
(hereafter referred to as "THE FUND")

**AMENDING THE FUND'S STANDARD
PROFESSIONAL SERVICE AGREEMENT**

WHEREAS, THE FUND is duly constituted as a Municipal Joint Insurance Fund, as permitted under the laws promulgated by the State of New Jersey, (N.J.S.A. 40A-36, et.seq

WHEREAS, the Fund approved contract language for the standard provisions that pertain to every provider unless specifically altered in the front section on January 3, 2006; and

WHEREAS, changes in the state law necessitates modifications to the standard contract; in particular language for Political Contributions, Affirmative Action and Recordkeeping;

NOW, THEREFORE, BE IT RESOLVED that the amendments to the standard contract, attached heretofore, shall be adopted by the FUND for all contracts until this resolution is amended or appealed.

ADOPTED this day;

Exhibit A

STANDARD PROVISIONS Adopted by the FUND on January 3, 2006

~~Unless otherwise provided, the following provisions shall~~ apply to the SERVICE AGREEMENT between the SERVICE PROVIDER and the FUND

INDEMNIFICATION AND HOLD HARMLESS: SERVICE PROVIDER shall indemnify, defend and hold the FUND, its Commissioners, appointed officials and member municipalities harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees and agents in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the FUND, its Commissioners, appointed officials and member municipalities, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the FUND harmless from same.

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the FUND:

Workers' Compensation: Statutory plus \$100,000/\$500,000/\$100,000 for employers' liability:

General Liability: \$1,000,000/\$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: \$1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: \$1,000,000/\$1,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., The SERVICE PROVIDER shall be bonded in a form and amount acceptable to the FUND's governing body

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the FUND be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the FUND. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without FUND approval.

Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

POLITICAL CONTRIBUTIONS: ~~This section~~ Compliance with the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-1 et seq. shall be a material term and condition of this contract and shall be binding upon the parties hereto upon execution of this Contract. The following provision only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. ~~Seq~~ seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one year period preceding the date that this contract is legally authorized that neither the SERVICE PROVIDER business entity nor any persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) of any member local unit insured by the FUND. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this contract.

TERMINATION: The FUND may terminate this Agreement, at any time during the term thereof by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the SERVICE PROVIDER. The SERVICE PROVIDER shall have the opportunity for a hearing before the FUND's Executive Committee. The FUND's Executive Committee shall determine whether the reasons for the termination can be amicably and reasonably resolved or whether, in its sole determination, the Agreement shall be terminated. The SERVICE PROVIDER may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice.

OWNERSHIP OF RECORDS: All records and data of any kind relating to the FUND shall belong to the FUND,

and shall be surrendered to the FUND upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period ~~of two (2) five (5) years following any termination or expiration, from the date of final payment.~~ the FUND, its appointed officials and other designated representatives, as authorized by the FUND, shall have access to records and files maintained by the SERVICE PROVIDER for the FUND during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the FUND are the property of the FUND, regardless of site stored. Information released to the SERVICE PROVIDER by the FUND for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. In addition, Records must be made available to the State office of comptroller upon request.

PAYMENT: Payment shall be made in monthly installments, (unless otherwise specified), provided the SERVICE PROVIDER submits a duly authorized voucher at least 10 days prior to the next regularly scheduled meeting of the FUND's governing body. Final Payment may be withheld until the vendor's continued service is determined. If the vendor's contract will not be renewed or is terminated – final payment will not be made until all provisions of the contract have been satisfied.

This payment schedule is subject to any rules and regulations promulgated by the Department of Banking & Insurance and the Department of Community Affairs.

SPECIAL PROVISIONS RELATING TO COMPENSATION. The compensation or service fee set forth in this Agreement includes:

All administrative staff, including support staff, necessary to perform the work required of the SERVICE PROVIDER.

Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.

In-house computer services including all software and hardware provided by the SERVICE PROVIDER for the FUND's use, it being understood that the software and hardware is and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the FUND shall be the property of the FUND and upon the request of the FUND's Executive Committee or Executive Director/Administrator the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the FUND's Executive Committee or Executive Director/Administrator in either hard copy or on computer tape or disk or both as the FUND's Executive Committee or Executive Director/Administrator may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from

the loss of such data shall be borne by the SERVICE PROVIDER unless at the time of loss, said data was in the exclusive custody of the FUND.

INDEPENDENT CONTRACTOR STATUS: The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the FUND. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance there under.

ENTIRE AGREEMENT: This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

NEW JERSEY LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

BINDING ON SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

NO ASSIGNMENT: the SERVICE PROVIDER shall not assign This Agreement without the specific written consent of the FUND.

MODIFICATION: No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the FUND and the SERVICE PROVIDER.

NO WAIVER: No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

PARTIAL INVALIDITY: If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the FUND.

CAPTIONS: The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this

Agreement for the purpose of construing the meaning thereof or for any other purpose.

CONFLICT of INTEREST: This contract may be voided by the Fund Commissioners if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the FUND's Bylaws, or in N.J.S.A. 40A:9-22.1 et. Seq. (the "Local Government Ethics Laws").

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that the FUND has defined as proprietary without the express written consent of the FUND. In addition, the SERVICE PROVIDER shall promptly advise the FUND upon being interviewed or retained by a prospective new client operating in the field of casualty insurance involving public entities or public agencies in the State of New Jersey. Failure to comply with these requirements shall represent cause for termination of this agreement, in accordance with ~~Section III~~ THE TERMINATION CLAUSE of this agreement.

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the FUND and to meet reporting requirements of the Executive Director/Administrator's office. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the Fund Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

AFFIRMATIVE ACTION: During the performance of this ~~agreement~~ contract, the SERVICE PROVIDER agrees as follows:

The SERVICE PROVIDER, 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the SERVICE PROVIDER 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-, gender identity or expression, disability, nationality or sex. Such action 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 SERVICE PROVIDER 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 SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, ~~sex~~, affectional or sexual orientation-, gender identity or expression, disability, nationality or sex.

The SERVICE PROVIDER, 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'~~ workers' representative of the SERVICE PROVIDER's PROVIDER'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SERVICE PROVIDER, where applicable, agrees to comply with ~~the~~ any regulations promulgated by the Treasurer pursuant to ~~P.L. 1975, c. 127,~~ N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

~~The SERVICE PROVIDER agrees to attempt to~~ make good faith efforts to employ minority and ~~female~~ women workers consistent with the applicable county employment goals ~~prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or 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 Affirmative Action Office ~~Division,~~ pursuant to N.J.A.C. 17:27-5.2 ~~promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.~~

The SERVICE PROVIDER agrees to inform, in writing, its appropriate recruitment agencies ~~in the area,~~ 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, ~~sex~~, 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 SERVICE PROVIDER agrees to revise any of its testing procedures, if necessary, to assure that all ~~personnel~~ 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.

The In conforming with the applicable employment goals,
the SERVICE PROVIDER 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, ~~sex,~~
affectional or sexual orientation, ~~and conform with the~~
~~applicable employment goals~~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 SERVICE PROVIDER 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 SERVICE PROVIDER shall furnish such reports or
other documents to the ~~Affirmative Action Office~~Division
of Contract Compliance & EEO as may be requested by the
~~office~~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
~~Affirmative Action Office~~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~~).~~