

RESOLUTION 2022 – 30

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 10th day of November, 2022, between Housing Authority of the County of Morris, 99 Ketch Road, Morristown, NJ 07960, (hereinafter referred to as AUTHORITY) and Alamo Insurance Group, Inc., 55 Flanagan Way, Suite 301 Secaucus, NJ 07096 (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the AUTHORITY professional risk management consulting services for the Fund/Program, in part, pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A: 10-36) for the property/casualty programs and;

WHEREAS, the AUTHORITY desires these professional services pursuant to the resolution adopted by the governing body of the AUTHORITY and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:

- a) Assist the AUTHORITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
- b) Assist the AUTHORITY in understanding the various coverages available and claims issues.
- c) Review with AUTHORITY any additional coverages that the CONSULTANT feels should be carried but are not available from the Insurance Fund or Program and subject to the AUTHORITY'S authorization, place such coverages.
- d) Assist the AUTHORITY in the preparation of applications, statements of values, and similar documents requested it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
- e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the AUTHORITY.
- f) Review the AUTHORITY'S assessment and assist the AUTHORITY in the preparation of its annual insurance budget.
- g) Review the loss and engineering reports and generally assist the safety

committee in its loss containment objectives. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT'S involvement does not include the work normally done by a public adjuster.

- h) Perform any other risk management related services required by the FUND'S bylaws.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- a) The AUTHORITY authorizes the FUND to pay its CONSULTANT a fee as compensation for services rendered, an amount equal to six percent (6%) of the AUTHORITY'S annual workers' compensation and property/casualty assessment or a brokerage commission as promulgated by the Program. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the AUTHORITY'S assessment.
 - b) For any insurance coverages authorized by the AUTHORITY to be placed outside the FUND/Program, the normal brokerage commissions paid by the insurance company, carrier or program for such coverage.
3. The term of this agreement shall be one (1) year effective **January 1, 2023 through December 31, 2024**. However, either party may terminate this Agreement at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the CONSULTANT'S fees outlined in 2 (a) above shall be prorated to date of termination.

In addition either party shall have the right to terminate this Agreement upon notice to the other party upon the occurrence of any of the following events:

- (a) The filing by the CONSULTANT of a voluntary petition in bankruptcy; the adjudication of the CONSULTANT as a bankrupt; the filing by the CONSULTANT of a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal Bankruptcy Act or any other statute or law relative to bankruptcy, insolvency or relief of debtors; or the seeking or consenting to or acquiescing in the appointment of any trustee, receiver, conservator, or liquidator of all or any substantial part of the assets of the CONSULTANT;

- (b) The above provisions of this paragraph notwithstanding, the AUTHORITY may, at its option:
 - (i) Require the specific performance of the CONSULTANT under the terms and covenants of this Agreement;
 - (ii) Enjoin the CONSULTANT from acting in violation of the terms and covenants contained in this Agreement;
 - (iii) Pursue any other rights or remedies provided by applicable law or equity, including recovery of damages.
- (c) All of the rights and options contained in this paragraph shall be both cumulative and separate and may be exercised and pursued by the party not causing the termination in any number or combination.

4. **AFFIRMITIVE ACTION.** During the performance of this agreement, the CONSULTANT agrees as follows:

- (a) The CONSULTANT, 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 CONSULTANT 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 termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Compliance Officer setting forth provisions of this nondiscrimination clause;
- (b) The CONSULTANT, where applicable will in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, 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;

The CONSULTANT, 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 CONSULTANT'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The CONSULTANT, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities act.
- (e) The CONSULTANT agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:25-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office 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.
- (f) The CONSULTANT agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) The CONSULTANT agrees to revise any of its procedures, if necessary, to assure that all personnel testing, as established by the statues and court decisions of the State of New Jersey, and as established by applicable Federal Law and applicable Federal court decisions.
- (h) The CONSULTANT 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, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

- (i) The CONSULTANT shall furnish such reports or other documents to the Affirmative Action Office 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 AFFIRMATIVE ACTION OFFICE for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

5. NOTICES

All payments, notices and other communications hereunder shall be deemed to have been duly given if mailed certified, return receipt, to the parties named as follows:

CONSULTANT: Alamo Insurance Group, Inc.
55 Flanagan Way, Suite 301
Secaucus, NJ 07096
Attn: Luis Alamo, President

AUTHORITY: Housing Authority of the County of Morris
99 Ketch Road
Morristown, NJ 07960
Kelly A. Stephens, CPM PHM
Executive Director

The parties may change their respective addresses for purpose of this paragraph by giving written notice by registered or certified mail to the other parties in the paragraph.

6. CONFIDENTIAL INFORMATION:

Confidential information shall mean all information disclosed to the CONSULTANT by the AUTHORITY or to the AUTHORITY by the CONSULTANT which relates to the AUTHORITY or the CONSULTANT'S past, present, and future activities, except such information as is previously known to the CONSULTANT or to AUTHORITY or is publicly disclosed either prior or subsequent to AUTHORITY or the CONSULTANT'S disclosure or such information to the CONSULTANT or AUTHORITY. The CONSULTANT and the AUTHORITY shall hold all such information in trust and confidence for the AUTHORITY and the CONSULTANT and except as may be authorized by either party in writing, shall not disclosed to any person any such confidential information.

7. INDEPENDENT CONTRACTOR:

Nothing herein contained shall be construed to create an employer-employee relationship between the parties hereto. The CONSULTANT is retained hereunder strictly as an independent contractor and the AUTHORITY acknowledges that the CONSULTANT may enter into CONSULTANT agreement with others.

8. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT agrees to defend, indemnify and holds the AUTHORITY, its Insurance Fund/Program, its Commissioners and appointed officials harmless against any and all claims or liability resulting from the negligent or intentionally wrongful act or omissions of the CONSULTANT, its employees and agents in connection with all activities undertaken by the CONSULTANT, pursuant to this Agreement. It is the intention of the parties that any claims for relief of any type being asserted against the AUTHORITY, its Insurance Fund, its Commissioners and appointed officials, based upon any act or omission of the CONSULTANT, its employees, agents, servants, affiliates and successors, shall be the responsibility of the CONSULTANT and the CONSULTANT shall hold the AUTHORITY harmless from same.

At all times during this agreement, the consultant shall maintain professional liability insurance in an amount not less than \$1,000,000.

ENTIRE AGREEMENT:

This Agreement shall supersede all prior agreements and understandings between the parties respecting the subject matter hereof. It may be modified only in writing, signed by the parties.

10. RIGHT OF ASSIGNMENT:

Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the consent of the other. This Agreement shall inure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns.

11. GOVERNING LAW:

This Agreement will be interpreted and enforced according to the laws of the State of New Jersey. The party's submit to the Jurisdiction and venue of the Superior Court of New Jersey, Law Division located within the County of Middlesex with respect to the validity, interpretation, or performance or of any rights or obligations of the parties, or of any litigation arising out of the breach or enforcement of this Agreement. This Agreement shall be binding

upon all successors and assigns and may not be modified or amended except by the express written agreement of the parties hereto.

12. HEADINGS

The headings of the Sections and subsections of this Agreement are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof

13. AMENDMENT

The terms and provisions of this Agreement may not be modified or amended or any other provisions hereof waived temporarily or permanently, except in the case of modification and amendments pursuant to the written consent of each of the parties of this Agreement.

Witness:

Alamo Insurance Group, Inc.

By:

Luis Alamo, President
Alamo Insurance Group, Inc.
55 Flanagan Way, Suite 301
Secaucus, NJ 07096

Witness:

**Housing Authority of the County
Of Morris**

By:

Kelly A. Stephens, Executive Director