



UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

(732) 382-9400
FAX (732) 382-5862

RESOLUTION NO.: 22-2018

DATE: March 21, 2018

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY APPOINTING, AND AUTHORIZING AN AGREEMENT WITH A RISK MANAGEMENT CONSULTANT

APPROVED AS TO FORM:
Joseph C. Bodek, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
 YES [] NO [] NONE REQUIRED
UNION COUNTY UTILITIES AUTHORITY

By: Joseph C. Bodek

By: [Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Badri, Secretary</i>	✓		✓				
<i>Criscione</i>		✓					
<i>Eastman, Treasurer</i>	✓		✓				✓
<i>Jackus</i>	✓		✓			✓	
<i>Kahn</i>	✓		✓				
<i>Lombardo</i>	✓		✓				
<i>Rachlin</i>	✓		✓				
<i>Scutari, Vice Chairwoman</i>		✓					
<i>People, Chairman</i>	✓		✓				
<i>McManus, Alternate No. 1</i>	✓		✓				
<i>Szpond, Alternate No. 2</i>	✓		✓				

**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY
APPOINTING, AND AUTHORIZING AN AGREEMENT WITH
A RISK MANAGEMENT CONSULTANT**

WHEREAS, the Union County Utilities Authority (“Authority”) is a member of the New Jersey Utility Authorities Joint Insurance Fund (“Fund”); and

WHEREAS, the bylaws of said Fund requires that each member authority appoint a Risk Management Consultant to perform various professional services as detailed in the Fund bylaws; and

WHEREAS, the Fund bylaws indicate a fee equal to six percent (6%) of the Authority's assessment be paid to the Risk Management Consultant for its services which expenditure represents reasonable compensation for the services required and was included in the cost considered by the Authority; and

WHEREAS, the Authority has undertaken a fair and open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq., through the issuance of a Request for Qualifications/Proposals (“RFQ/P”), to procure such professional/consulting services required by the Authority.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Union County Utilities Authority as follows:

1. The Authority hereby appoints Steven Edwards and George Crosby of Business and Government Insurance Agency as its Risk Management Consultant in accordance with the Fund's bylaws.
2. The Authority’s Executive Director is hereby authorized and directed to execute the Risk Management Consultant Agreement annexed hereto and to cause a notice of this award to be published according to N.J.S.A. 40A:11-5(1)(a)(i).
3. This appointment constitutes an award for professional and consulting services not subject to the public bidding requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., inasmuch as the appointees are each authorized and regulated by law to provide the aforementioned services and/or the services are specialized in nature and require knowledge and training of an advanced type, which such firm and/or individuals possesses.
4. This Contract, although exempt from formal public bidding, is awarded as part of a “Fair and Open” process in accordance with N.J.S.A. 19:44A-20.4.
5. This Resolution shall take effect immediately.

RISK MANAGEMENT CONSULTANT AGREEMENT

THIS AGREEMENT entered into as of the 1st day of _____, 2018, between the Union County Utilities Authority (hereinafter referred to as **AUTHORITY**) and Business & Government Insurance Agency, Inc. (hereinafter referred to as the **CONSULTANT**).

WHEREAS, the **CONSULTANT** has offered to the **AUTHORITY** professional risk management consulting services as required in the bylaws of the New Jersey Utility Authorities Joint Insurance Fund, and;

WHEREAS, the **AUTHORITY** desires these professional services pursuant to the resolution adopted by the governing body of the **AUTHORITY** at a meeting held on March 21, 2018 and;

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

- I. 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 from the New Jersey Utility Authorities Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund (collectively referred to as the "FUND").
 - c) Review with the **AUTHORITY** any additional coverages that the **CONSULTANT** feels should be carried but are not available from the **FUND** and subject to the **AUTHORITY's** authorization, place such coverages outside the **FUND**.
 - d) Assist the **AUTHORITY** in the preparation of applications, statements of values, and similar documents requested by the **FUND**, 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 as prepared by the **FUND** 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. Also, attend no less than one

- (1) authority safety committee meeting per annum to promote the safety objectives and goals of the AUTHORITY and the FUND.
- h) 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.
 - i) 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 CONSULTANT shall be paid by the AUTHORITY a fee as compensation for services rendered, an amount equal to six percent (6%) of the AUTHORITY's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the AUTHORITY's assessment.
3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party 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 this Agreement, the CONSULTANT's fees outlined in 2(a) above shall be prorated to date of termination.
4. This Agreement has been awarded in accordance with a Fair and Open Process pursuant to the New Jersey Local Unit Pay-to-Play Law (N.J.S.A. 19:44A-20.4 et seq.).
5. This Agreement shall not be assigned or assignable, either by action of Business & Government Insurance Agency, Inc. or by law.
6. The CONSULTANT shall abide by all applicable Equal Employment Opportunity and Affirmative Action requirements as set forth in the attached Exhibit A.

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ATTEST:

UNION COUNTY UTILITIES AUTHORITY:

Daniel P. Sullivan

**BUSINESS & GOVERNMENT INSURANCE
AGENCY, INC.**

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. 10:5-31 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.

Exhibit A (continued)

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 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.