A-1409/
to

THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter called "**CITY**", and **CORPORATE EMPLOYEE BENEFITS, LLC**, with offices located at 700 Main Street, Pleasantville, New Jersey, 08232, hereinafter called "**CONSULTANT**".

WITNESSETH:

WHEREAS, the City is desirous of securing the services of a consultant to perform **HUMAN RESOURCES AND HEALTH BENEFITS CONSULTING SERVICES**; and

WHEREAS, the Consultant is ready, willing, and able to undertake such service and provide the City with expert advice; and

WHEREAS, the City believes the Consultant to be well able to undertake and perform such services for the City and desires to contract with Consultant for the performance of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

SECTION ONE
SCOPE OF SERVICES

The Consultant shall perform the **HUMAN RESOURCES AND HEALTH BENEFITS CONSULTING SERVICES** for City employees and retirees as set forth below:

1) City HR / Health Benefits Support:
   - Assist with enrollments / eligibility review.
   - Assist with Open Enrollment.
   - Manage COBRA Enrollments / Activity.
   - Coordinate Employee Benefit Fairs (2 per year).
   - Coordinate Employee Health & Wellness Symposium (two (2) per year).
   - Assist with future benefit plan designs.

2) Medicare Advantage Group Health Plan Consulting:
   - Assist City with administration and evaluation of the cost of a self-insured program, including claim costs, stop-loss premiums, vendor fees, along with the cost on the

Medicare Advantage plans,

- Advise City on compliance and accountability for payment of Medicare Advantage Plans for retirees.
- Provide consultation and attend meetings as needed regarding employee benefits, COBRA, HIPAA, and other insurance related matters.
- Analyze and advise the Administration about ongoing trends/changes in the Health Insurance marketplace.

Consultant acknowledges that all services outlined herein are material terms and conditions and failure to perform such services shall be considered a material breach under the terms herein. Consultant further acknowledges that they are responsible for any services performed by a subcontractor hired by or enlisted by Consultant.

SECTION TWO
CONTRACT PRICE

The City shall pay to the Consultant, and the Consultant agrees to accept as full and complete compensation for all the work performed under this Agreement, an amount not to exceed the sum of **FORTY-THREE THOUSAND DOLLARS ($43,000.00)** per year in the aggregate.

SECTION THREE
CONTRACT PERIOD

The Agreement shall be for a term of one (1) year, commencing January 1, 2025, and ending December 31, 2025, with two (2) additional one-year options at the sole discretion of City.

SECTION FOUR
PAYMENT METHOD

Payment to Consultant shall be made upon submission of invoices for payment to the City Human Resources Department and approval of the same by the Business Administrator in twelve (12) equal monthly installments of $3,583.33.00 each. Consultant acknowledges and agrees that no additional work will be performed, and no additional compensation will be due without prior written consent of the City.

SECTION FIVE
STATUS OF CONSULTANT

It is expressly understood and agreed by and between the parties hereto that the status of

the Consultant and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the Consultant or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

SECTION SIX
TERMINATION, CANCELLATION, EXPIRATION, BREACH

The parties agree that either party can cancel this Agreement upon thirty (30) days written notice. At the termination, cancellation, or expiration of this Agreement in any manner, the acceptance of final payment by the Consultant shall be in full satisfaction of all claims against the City under this Agreement. Should Consultant fail to satisfactorily perform the services outlined herein, it shall be deemed a material breach. If Consultant commits a material breach of the terms herein, City must notify Consultant in writing and Consultant has ten (10) business days from receipt of notice to cure such breach. Should Consultant fail to cure the material breach in the allotted time, City may exercise all potential legal remedies up to and including termination.

SECTION SEVEN
CERTIFICATE OF COMPLIANCE

Consultant represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

SECTION EIGHT
ASSIGNMENT

Consultant cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

SECTION NINE
CONFLICT OF INTEREST

The Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the Consultant or its subconsultants.

SECTION TEN
INTERPRETATION AND CONSTRUCTION

Unless expressly provided otherwise herein, this Agreement shall be governed by and construed in accordance with the Uniform Commercial Code of the State of New Jersey.

SECTION ELEVEN
EFFECT OF ILLEGALITY

If any provision of this Agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

SECTION TWELVE
CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City of Atlantic City.

SECTION THIRTEEN
INSURANCE

Before commencing the work, and as a condition precedent for payment, the Consultant shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City against any such claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Consultant's operations under this Agreement. This insurance shall apply

regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Consultant, any of its consultants, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the City of the Consultant's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this section deny coverage to the City, the Consultant will defend and indemnify the City at the Consultant's expense.

Minimum of Liability

The Consultant must obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Consultant shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

$ 1,000,000 Each Occurrence (Bodily Injury and Property Damage)
$ 2,000,000 General Aggregate
$ 2,000,000 Product/Completed Operations Aggregate
$ 1,000,000 Personal and Advertising Injury

Contractual Liability that will respond to the Indemnification clause shall be included in the policy. The General Aggregate Limit shall apply separately to the work as defined in Scope of Services. As an alternative, the Consultant may provide Commercial General Liability Insurance with no General Aggregate. This policy must respond to bodily injury and property damage claims arising out of Professional Liability.

Professional Liability Insurance

$ 1,000,000 Each Claim
$ 3,000,000 General Aggregate

If policy is a claims-made form, Consultant must identify known claims that affect the aggregate.

Workers' Compensation and Employers' Liability Insurance

$ 500,000 Each Accident
$ 500,000 Each Employee for Injury by Disease
$ 500,000 Aggregate for Injury by Disease

If the Consultant is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by state law.

Additional Insured Status and Certificate of Insurance

The City, along with their respective elected or appointed officials, officers, agents, and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Consultant's Commercial General Liability Policy which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Consultant, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law. If the Consultant's policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

A Waiver of Subrogation Clause shall be added to the General Liability policy in favor of the City, and this clause shall apply to the City's elected or appointed officials, officers, agents,

and employees. It should also apply to the Consultant's Workers' Compensation policy if allowed by state law.

Prior to commencement of work, Consultant shall submit a Certificate of Insurance in favor of the City and an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

No Limitation on Liability

In any and all claims against the Additional Insureds by any employee of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Consultant under any policy related to the services contemplated by this Agreement.

Failure to Obtain/Maintain, Cancellation and Renewal

The Consultant shall maintain in effect all insurance coverages required under this Agreement at the Consultant's sole expense and with insurance companies acceptable to the City. In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Consultant, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the Consultant will provide 21 days advance notice of the cancellation or non-renewal.

SECTION FOURTEEN
INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the City from and against any claim (including any claim brought by employees of Consultant), liability, damage or expense (including attorneys' fees) that such CITY may incur relating to, arising out of or existing by reason of (i) Consultant's performance of this Agreement or the conditions created thereby (including the

use, misuse or failure of any equipment used by Consultant or its subconsultants, servants or employees) or (ii) Consultant's breach of this Agreement or the inadequate or improper performance of this Agreement by Consultant or its subconsultants, servants or employees.

SECTION FIFTEEN
WAIVER AND RENUNCIATION

No waiver or renunciation by either party to this Agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

SECTION SIXTEEN
POLITICAL CONTRIBUTION DISCLOSURE

This Agreement has been awarded to **CORPORATE EMPLOYEE BENEFITS, LLC** based on the merits and abilities of **CORPORATE EMPLOYEE BENEFITS, LLC** to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that **CORPORATE EMPLOYEE BENEFITS, LLC**, their subsidiaries, assigns or principals controlling in excess of 10% of the company have not made a reportable contribution pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make such a reportable contribution during the term of the contract that will affect it's eligibility to perform this contract.

IN WITNESS WHEREOF, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Consultant has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

Paula Geletei

Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

BY: _____

Marty Small, Sr., Mayor

Date: 3-19-25

ATTEST:

_____

CORPORATE EMPLOYEE BENEFITS, LLC

BY: Carlos M Lackland

President

The Agreement is approved as to form and execution.

Date: 3/17/25

By: _____

Peter T. Sallata, Esq.
Assistant City Solicitor

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

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, where applicable, 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, labor unions, that it does not discriminate on the basis of age, 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 personal testing conforms to 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 law and applicable Federal court decisions.

In conforming with the applicable 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.**

Company Name: Corporate Employee Benefits, L.L.C.

Name: Curtis M. Lackland

Title: Owner

Signature: Curtis M Lackland

Date: 3.17.25

STATE OF New Jersey)

) ss.

COUNTY OF Atlantic)

I CERTIFY that on March 11, 2025, 2025,

Curtis M. Lackland, the Secretary or Assistant Secretary of the Corporation, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the secretary or assistant secretary of

Corporate Employee Benefits, LLC

(the corporation named in this document);

(b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;

(d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

Curtis M Lackland
Secretary or Asst. Secretary

March 11th, 2025

EMILY ANDREWS
Notary Public - State of New Jersey
My Commission Expires Jan 27, 2026