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HOUSING AUTHORITY OF THE TOWN OF MORRISTOWN AGREEMENT

THIS AGREEMENT made on March 1st 2019, by and between Olmec Systems Inc., having its principal place of business at 85 Bloomfield Avenue, Denville, New Jersey 07834 (hereinafter called the "Contractor") and the **HOUSING AUTHORITY OF THE TOWN OF MORRISTOWN**, with an office at 31 Early Street, Morristown, New Jersey 07960 (hereinafter called the "HOUSING AUTHORITY").

WHEREAS, the Housing Authority and the Contractor desire to enter into this Agreement;

WHEREAS, the Housing Authority and the Contractor shall comply with all statutes, rules, regulations, and orders of the U.S. Department of Housing & Urban Development (HUD), the State of New Jersey and the Town of Morristown applicable to these services, which are deemed incorporated herein by reference;

WITNESSETH, that the Housing Authority and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE 1. CONTRACTOR'S SCOPE OF SERVICES

SECTION 1.01 Throughout the term of this Agreement, the Contractor shall provide the following services: Information Technology. The Contractor shall render full and prompt cooperation with the Housing Authority in all aspects of the Services performed hereunder.

SECTION 1.02 The Contractor shall furnish all of the Services that are necessary for the completion of this Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the Housing Authority.

SECTION 1.03 The extent and character of the Services to be performed by the Contractor shall be subject to the general control and approval of the Executive Director or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone else.

ARTICLE 2. CONTRACT TERM

This Agreement shall be effective on the date first listed above for **three (3) one-year terms with two (2) one-year options to renew**, at the discretion of the Housing Authority and approval of the Board of Commissioner, where applicable, and subject to availability of annually appropriated funding for the contract. The Housing Authority reserves the right to cancel any awarded contract at the end of the contract term with no penalty for cancellation.

ARTICLE 3. COMPENSATION

SECTION 3.01 The Contractor's compensation for the Services provided shall be  in accordance with the fees and charges on **Attachment 1 Price/Fee Schedule**. The Contractor shall submit regular invoices indicating: (1) the services performed; and (2) the total amount billed for compensation due under this Agreement.

SECTION 3.02 Payment will be paid on terms of net thirty (30) days after receipt of an approved itemized invoice complete with appropriate supporting documentation by the Housing Authority unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

SECTION 3.03 This Agreement shall be subject to the availability and appropriation of sufficient funds annually.

ARTICLE 4. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when sent by registered or certified Mail, with return receipt requested, or by overnight courier service, or hand delivery; in any case addressed as follows:

Owner: Housing Authority of the Town of Morristown, Administrative Office, 31 Early Street, Morristown, New Jersey 07960. Attention: Keith Kinard, Executive Director.

Contractor Business Name: Olmec Systems Inc.

Street Address 85 Bloomfield avenue

City, State, Zip Code Denville, NJ 07834

Attention: Christopher Forte

Any party may at any time designate a different address and/or contact person by giving written notice as provided above to all other parties.

ARTICLE 5. INDEMNIFICATION AND INSURANCE

SECTION 5.01 The Contractor shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, employees, and agents from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Contractor's performance under this Agreement.

SECTION 5.02 The Contractor shall obtain and maintain throughout the term of this Agreement Comprehensive General Liability Insurance, Professional Liability Insurance, and other insurances as are required by the Housing Authority in the minimum amounts as set forth below. The Contractor shall provide the Housing Authority with Certificate(s) of Insurance naming the Housing Authority as an additional insured (where applicable). The Housing Authority shall be notified at least thirty (30) days prior to cancellation or any coverage change.

SECTION 5.03 Prior to the commencement of Services, the Contractor shall furnish the Housing Authority with Certificate(s) of Insurance showing the following insurances are in force and will insure all operations under the Agreement:

- (a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws;

- (b) Automobile Liability Insurance: must cover all vehicles used in connection with the Agreement in an amount not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage.
- (c) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate. The property and casualty section must specially identify the Housing Authority's property as being covered by the Policy;
- (d) Professional Liability Insurance/Errors and Omissions Insurance: must be in an amount not less than \$1,000,000.00 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

ARTICLE 6. MANNER OF PERFORMANCE

SECTION 6.01 The Contractor shall provide and perform the Services described herein in a competent and professional manner, in accordance with the terms and conditions of this Agreement. The Housing Authority shall be entitled to a satisfactory performance of all Services and to full and prompt cooperation by the Contractor in all aspects of the Services.

SECTION 6.02 The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the Housing Authority, should the Housing Authority make a determination that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirement for such a position.

SECTION 6.03 Removal and replacement of any of Contractor's personnel as used in this Article shall not require the termination and/or demotion of such personnel.

SECTION 6.04 The Contractor represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner. The Contractor shall, upon demand, provide the Housing Authority with a copy of the professional licenses of all staff providing services to the Housing Authority.

SECTION 6.05 The Contractor shall at all times cooperate with the Housing Authority and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

SECTION 6.06 In the performance of this Agreement, the Contractor shall comply with all provisions of all applicable international, federal, state and local statutes, regulations, ordinances, and codes.

ARTICLE 7. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All

persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects, the Contractor's relationship and the relationship of its employees to the Housing Authority shall be that of an independent contractor and not as employees and agents of the Housing Authority.

The Contractor does not have the power or authority to bind the Housing Authority in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 8. CONSENT OF HOUSING AUTHORITY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

ARTICLE 9. SUBCONTRACTOR

The Contractor shall be solely responsible for the performance of this Agreement and the use of a Subcontractor shall not be permitted. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement and shall constitute an event of default by the Contractor as further detailed in Article 14.

ARTICLE 9. SEVERABILITY

If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 10. TERMINATION FOR CONVENIENCE

SECTION 10.01 The Housing Authority may terminate this Contract, in whole or in part, at the Housing Authority's convenience (hereinafter referred to as a "Termination for Convenience"), by delivering to the Contractor written notice ten (10) business days prior to any effective termination date ("Notice of Termination"). The Notice of Termination shall specify that: 1) the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Contractor for its services rendered and costs incurred through to the date of termination.

SECTION 10.02 Immediately after receipt of a Notice of Termination and except as directed by the Housing Authority, the Contractor shall, regardless of any delay in determining or adjusting amounts due under this clause:

- Stop work as specified in the Notice of Termination;
- Continue the provision of the Services not terminated;

- Take any action directed by the Housing Authority or necessary for the protection or preservation of the property related to this Agreement;
- Terminate all subcontracts to the extent they relate to the Services that are the subject of the Notice of Termination; and
- As directed by the Housing Authority, transfer title and deliver to the Housing Authority all documentation produced or acquired for the terminated Services.

ARTICLE 11. TERMINATION BY DEFAULT

This Agreement may be terminated if there has been a material default in the performance or observance of any term or condition of this Agreement by the Contractor.

SECTION 11.01 EVENTS OF DEFAULT. The Contractor's failure to perform any of its obligations under this Agreement, including but not limited to the failure to perform any of the following, shall constitute an event of default:

- 1) Failure to satisfactorily perform any or all of the Scope of Services;
- 2) Discontinuance of the Services by the Contractor without authorization or justification;
- 3) Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;
- 4) Suspension from participation in any government programs, which suspension is, for the purposes hereof, defined to include but not be limited to any sanctions imposed by HUD pursuant to 24 CFR Part 24; and
- 5) Any change in ownership or control of Contractor without the prior written consent of the Housing Authority, which shall be granted in the Housing Authority's sole discretion.

SECTION 11.02 If the Housing Authority considers it to be in its best interests, it may elect not to declare a default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Housing Authority and that if the Housing Authority elects not to terminate this Agreement as aforesaid, such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall the Contractor be relieved of any of its responsibilities, duties or obligations under this Agreement.

The remedies specified above are not, nor are they intended to be, the exclusive remedies available to the Housing Authority, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or failure to exercise any right or power accruing upon any event of default shall impair any such right or power, nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 12. CONFIDENTIALITY

SECTION 12.01 All Services performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and

methods obtained from the Housing Authority in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the Housing Authority holds the proprietary rights, constitutes confidential information ("Confidential Information") and may not, without the prior written consent of the Housing Authority, be used by the Contractor or its employees, or Subcontractors for any purpose other than for the benefit of the Housing Authority, unless required by law.

SECTION 12.02 The Contractor shall advise each of its employees and Subcontractors who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Housing Authority in writing if it learns of an unauthorized use or disclosure of the Confidential Information by any of its employees or Subcontractors.

ARTICLE 13. ACCESS TO RECORDS

The Contractor agrees to make available to the Housing Authority and its representatives, upon demand, all documents and records relating to the performance of this Agreement in Contractor's possession, custody, or control for inspection and copying. All records relating to the performance of this Agreement must be retained for a period of three (3) years following completion of services and final payment by the Housing Authority.

ARTICLE 14. DEBARMENT

By execution of this Agreement, the Contractor certifies that it is not currently debarred by HUD or any other Federal or State entity.

ARTICLE 15. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such affirmative action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 16. PREVAILING LAW/JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement or the Services provided by the Contractor hereunder must be brought in the Superior Court of New Jersey, Morris County.

ARTICLE 17. CHANGES & MODIFICATIONS

This Agreement may not be modified except in writing executed by each of the parties hereto.

ARTICLE 18. INTEREST OF CONTRACTOR, THEIR OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS

The Contractor represents that the Contractor does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

ARTICLE 19. LOBBYING CERTIFICATIONS

The Contractor certifies, to the best of its knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with awarding of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, the Contractor will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ARTICLE 20. MISCELLANEOUS PROVISIONS

SECTION 20.01 DELAYS. Information required by the Contractor must be provided by the Housing Authority in a timely fashion. The Housing Authority shall use its best efforts to ensure that staff is available to meet in person with the Contractor or exchange information by telephone or letter. The Contractor is not responsible for delays in performance caused by (i) the Housing Authority's failure to act in a timely fashion or (ii) the failure to act of any agency or instrumentality of federal, state or local government, including but not limited to HUD, or any other non-governmental third parties that may be involved in completing, accepting, reviewing, or commenting on the Services.

SECTION 20.02 POLITICAL ACTIVITY PROHIBITED. None of the Services to be provided by the Contractor shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 20.03 PUBLICATION, REPRODUCTION, AND USE OF MATERIAL. All customized written materials, including without limitation, reports, manuals, pamphlets, forms, and articles prepared under this Contract, shall be the property of the Housing Authority and shall appropriately designate the Housing Authority as the owner. No customized material prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country. The Housing Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other customized materials prepared under this Agreement.

SECTION 20.04 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

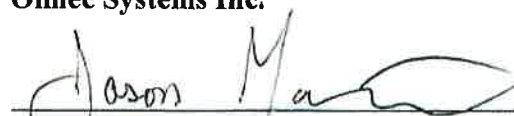
SECTION 20.05 AGREEMENT DOCUMENTS. For the purposes hereof, the Agreement shall consist of this Agreement, the Request for Proposals, the Contractor's Proposal, General Conditions of the Contract for Non-Construction HUD 5370-C, which together constitute the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first written above.

Housing Authority of the Town of Morristown


Keith Kinard
Executive Director

Olmec Systems Inc.


Jason Manteiga, Partner