

RISK MANAGEMENT CONSULTANTS AGREEMENT – 2024

This Agreement is made effective January 1, 2024, between the Township of North Bergen, a municipality formed under the laws of the State of New Jersey, (hereinafter referred to as Local Unit) and Brown and Brown Metro, Inc., a Corporation of the State of New Jersey, having its principal office at 56 Livingston Ave., Roseland, New Jersey 07068 (hereinafter referred to as the Risk Management Consultant).

Witnesseth:

WHEREAS, the Risk Management Consultant has offered to the Local Unit professional Risk Management Consultant services as required by the Garden State Municipal Joint Insurance Fund ("Fund"); and

WHEREAS, the Local Unit desires these services pursuant to the resolution adopted by the Commissioners of the Local Unit at a meeting held December 20, 2023.

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

1. Scope of Services The Risk Management Consultant, for and in consideration of the amount stated hereinafter, agrees to provide services to the Local Unit as follows:
 - A. The Risk Management Consultant shall assist the Local Unit in identifying its insurable exposures and recommend professional methods to reduce, assume or transfer the risk or loss.
 - B. Assist the Local Unit in understanding and selecting the various coverages available from the Fund.
 - C. Review with the Local Unit any additional insurance coverages that the Risk Management Consultant feels should be carried, but are not available from the Fund and, subject to the Local Unit's authorization, place such coverages outside the Fund.
 - D. Assist the Local Unit 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 Risk Management Consultant.
 - E. Review the Local Unit's assessment as prepared by the Fund and assist the Local Unit in preparation of its annual insurance budget.

- F. Review any loss and engineering reports and assist the Local Unit in its loss containment objectives.
 - G. Assist where needed in the settlement of claims, it being understood that the scope of the Risk Management Consultant's involvement does not include the work normally performed by a public adjuster.
 - H. Review certificates of insurance and other evidence of insurance coverage from contractors, vendors and professionals when requested by the Local Unit's agents.
 - I. Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than 1 safety committee meeting per year to promote the safety objectives and goals of the Local Unit and the Fund.
 - J. Any other services required of the consultant by the Fund's guidelines.
2. Incorporation of RFP This Agreement hereby incorporates by reference the terms specified in the Township's Request for Proposals for Risk Management Consultant services for the year 2024. In the event that the terms of this Agreement and the terms set forth in the Township's Request for Proposals conflict, the terms granting the greater level of services and benefits to the Township shall control.
 3. Term The term of this Agreement shall be from January 1, 2024, through December 31, 2024.
 4. Payment
 - A. The Local Unit authorizes the Fund to pay its Risk Management Consultant as compensation for services rendered, an amount equal to 6% of the Local Unit's annual assessment as promulgated by the Fund. The said fee shall be paid within thirty (30) days of payment of the member's assessment. The Risk Management Consultant shall receive no other compensation or commission for the placement or servicing of any coverage with the Fund.
 - B. For any coverage authorized by the Local Unit, to be placed outside the Fund, the Risk Management Consultant shall receive as compensation the normal brokerage commission paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the six (6%) percent fee outlined in Item 4.A above.
 5. Termination Either party may cancel this Agreement at any time, with or without cause, and no cause need be stated, by mailing to the other written notice calling

for termination at any time not less than ninety (90) days thereafter. Fees shall be prorated to the date of termination, and reimbursement shall be made if necessary.

6. Notice Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement, shall be in writing and shall be deemed given only (i) when actually received by the addressee; or (ii) mailed postage prepaid, by certified or registered mail, return receipt requested, addressed as follows:

If to Risk Management Consultant:

Brown & Brown Metro, Inc.
56 Livingston Ave.
Roseland, New Jersey 07068
Attn: Dominick S. Cinelli

If to Township:

Township Clerk
Town Hall
4233 Kennedy Blvd.
North Bergen, New Jersey 07047

With copy to:

Purchasing Agent
Town Hall
4233 Kennedy Blvd.
North Bergen, New Jersey 07047

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this section.

7. Independent Contractor The Risk Management Consultant's relationship to the Local Unit shall at all times be that of an independent contractor. The method and manner in which the Risk Management Consultant's services hereunder shall be performed shall be determined by the Risk Management Consultant, in its sole discretion, and the Local Unit will not exercise control over the Risk Management Consultant or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by the Risk Management Consultant shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the Risk Management Consultant, or any of its employees, as employees or agents of the Local Unit.

8. Indemnity/Liability: The Risk Management Consultant will defend and indemnify the Local Unit and hold it, its officials, officers, agents, representatives, and employees harmless from any and all liabilities, claims, damages, costs (including attorney's fees), of any kind arising out of or resulting from this Agreement.
9. Insurance: The Risk Management Consultant shall maintain in full force and effect during the entire term of this Agreement, professional liability insurance with a limit of not less than \$1,000,000.
10. Taxes, Unemployment Insurance and Related Items: The Risk Management Consultant hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any state, which are measured by the wages, salaries or other remuneration paid to persons employed by the Risk Management Consultant on the work covered by this Agreement or in any way connected therewith; and the Risk Management Consultant shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and the Risk Management Consultant shall reimburse the Local Unit for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the Local Unit may be required to pay same or any part thereof.
11. Affirmative Action: Pursuant to N.J.S.A. 10:5-31, et seq. (P.L. 1975, c. 127, as amended), and N.J.A.C. 17:27-1, et seq., the Risk Management Consultant agrees to the terms of the Mandatory Affirmative Action Language set forth in Exhibit A. Upon the execution of this Agreement, the Risk Management Consultant will submit a Federal Affirmative Action Plan Approval, a Certificate of Employee Information Report, or a Complete Affirmative Action Employee Information Report (AA 302).
12. New Jersey Business Registration Requirements. Pursuant to N.J.S.A. 52:32-44, the Township ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

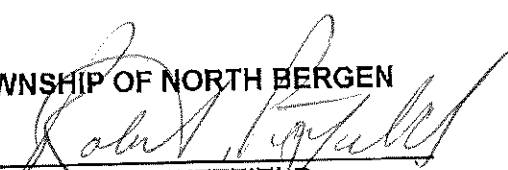
Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

13. Retention of Records Pursuant to N.J.A.C. 17:44-2.2 (see also N.J.S.A. 52:15C-14(d)), the Risk Management Consultant shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
14. Iran Disclosure Pursuant to P.L. 2012, c. 25, the Risk Management Consultant agrees to complete and submit a Standard Disclosure of Investment Activities in Iran form.
15. Execution Electronically and in Counterparts: This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials.

TOWNSHIP OF NORTH BERGEN

BY: 

ROBERT PITTFIELD
CHIEF FINANCIAL OFFICER

BROWN AND BROWN METRO, INC.

BY: 

Robert P. Gemmell
VP of Public Entity

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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.

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 or services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://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.