

2024 INSURANCE BROKER SERVICES AGREEMENT

Between the Township of North Bergen
4233 Kennedy Boulevard, North Bergen, NJ 07047

And

Alamo Insurance Group, Inc.
55 Flanagan Way, Secaucus, NJ 07094
Brown and Brown Metro, LLC
56 Livingston Avenue, Roseland, NJ 07068

THIS INSURANCE BROKER SERVICES AGREEMENT (the "Agreement"), effective the 1st day of January, 2024, sets forth the contractual terms and conditions governing the provision of insurance broker services to the Township of North Bergen (the "Township") by Alamo Insurance Group, Inc., and Brown & Brown Metro, LLC, (the "Co-Brokers"), as authorized by the Township's December 20, 2023 awarding resolution.

WITNESSETH

WHEREAS, the Township has a need for the services of a Broker of Record for health and prescription benefits during the period of January 1, 2024 through December 31, 2024; and

WHEREAS, a Request for Qualifications was duly published in accordance with the Pay-to-Play Law utilizing a Fair and Open Process; and

WHEREAS, the Township determined that the Co-Brokers are qualified to provide the required services and that they submitted the required responses to the Request for Qualifications; and

WHEREAS, the Township determined that it was in its best interest to jointly award the Co-Brokers this Agreement for Broker of Record; and

WHEREAS, by Resolution dated December 20, 2023, the Township awarded a contract for Broker of Record to the Co-Brokers in accordance with the terms and conditions set forth in the Township's Request for Qualification.

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. **Term.** This Agreement shall be effective from January 1, 2024 and terminate on December 31, 2024, unless terminated sooner in accordance with this Agreement.
2. **Relationship of the Parties.** The Co-Brokers are independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship.

3. **Scope of Services.** In accordance with the Township's December 13, 2023 Request for Qualifications (RFQ 2024-15), all employee health benefit insurance matters for the Township shall be handled by the Co-Brokers. The Co-Brokers shall in accordance with the terms of the Request for Qualifications provide the following:
- A. The Co-Brokers shall act as a liaison for health services by:
 - 1. Handling special contractual problems.
 - 2. Negotiating for the Township with health care providers and insurance companies for preferred contract terms, rates and other issues and factors that would benefit the Township. Co-Brokers will also provide pricing and benefit comparison of the SHBP on an annual basis.
 - 3. Responding to inquiries for the Township for information on insurance related matters.
 - B. Procure at least three (3) quotations from qualified companies authorized to do business in the State of New Jersey at least thirty (30) days prior to the expiration date of any health contracts.
 - C. Supply a representative to attend all meetings with the Township's administrators, staff or other agents, as needed (Open Enrollment, New Plan Meetings, FAS Meetings).
 - D. RDS Management.
 - E. RDS Attestation.
 - F. Maintain Flexible Service Contract for the service of this Agreement.
 - G. Provide a monthly report detailing the monthly completion of duties along with open items to the Township's representatives.
 - H. Monitor mutual adherence of health insurance contract terms from the Township to the carriers and the carriers to the Township.
 - I. Handle plan options, negotiations and compliance with unions.
 - J. Develop a Chapter 78 contribution spreadsheet that is member specific based on projected payroll deductions for employees.
 - K. Provide monthly experience reports comparing current cycle with the prior cycle.
 - L. FSA maintenance and management.

- M. Attend the insurance committee meeting every two (2) months or as necessary to meet with union delegates regarding healthcare matters pertinent to the employees at the Township.
- N. Provide resources to assist the Township in producing various mailings and written communications directly to Retirees and Active Employees as required.
- O. Perform any other services required to properly fulfill the duties of a Broker of Record as assigned by the Township.

Co-Brokers shall agree to expressly accept the following responsibilities:

Brown & Brown:

- 1. Handle contractual problems.
- 2. Develop a Chapter 78 contribution spreadsheet that is member specific based on projected payroll deductions for employees. (RDS Attestation –Paid 50/50 by both brokers).
- 3. Provide monthly experience reports comparing current cycle with the prior cycle.

Alamo Insurance Group:

- 1. Aiding in expediting contract execution.
- 2. Monitor the Township's adherence to the contract terms of all health insurance contracts.
- 3. RDS Management.
- 4. Handle plan options, negotiations, and compliance with Labor Unions.

Joint Services:

- 1. Negotiating, on the Township's behalf, with healthcare providers and insurance companies for preferred contract terms, rates, and other issues and factors which would be beneficial to the Township. Co-Brokers will also provide pricing and benefit comparison of the SHBP on an annual basis.
- 2. Responding to inquiries for information on insurance related matters.
- 3. FSA Implementation and Management.
- 4. Supply representatives to attend all meetings with the Township administrators, staff, or other agents as needed (Open Enrollment, New Plan Meetings, FSA Meetings).
- 5. Perform any other services required to properly fulfill the duties of a broker of record as assigned by the Township.

6. Provide a broker specific report on the details of work/outstanding items/closed items performed over the prior month.
 7. Attend insurance committee meetings as necessary to meet with Union delegates regarding healthcare matters pertinent to the Township's employees.
 8. Provide resources to assist the Township in producing various mailings and written communications directly to Retirees and Active Employees as required.
4. **Licensing.** The Co-Brokers agree to maintain all individual and corporate licenses necessary to place insurance, advise clients and potential clients about insurance products to this Agreement. In the event that either of the Co-Brokers have any such license contemplated by this Agreement suspended, terminated, revoked or non-renewed, it must notify the Township within (5) business days of receiving information that such license(s) have been suspended, terminated, revoked or non-renewed and shall have (10) business days after providing such notice to cure. If at the end of (10) business days after providing notice, the Co-Broker has not cured the licensing issue prompting notice, this Agreement shall terminate immediately unless additional time to cure is agreed to by the Township in writing.
 5. **Insurance.** The Co-Brokers shall maintain in full force and effect during the entire term of this Agreement, professional liability insurance with a limit of not less than \$1,000,000.00 for each claim and \$1,000,000.00 aggregate in accordance with the Township's Request for Qualifications.
 6. **Compensation.** The Township will not be responsible to the Co-Brokers for any compensation whatsoever. The Co-Broker's fees shall be paid through the respective insurance companies. The percentage of compensation shall not exceed two and one-half percent (2.5%) of the total premium cost and will be divided evenly between the Co-Brokers.
 - A. Whenever possible, Co-Brokers will be paid directly by carriers on a 50/50 basis.
 - B. In the event a carrier requires one (1) broker distribute commissions, the Primary Broker designated will distribute the 50/50 commission split to the other within 45 days.
 - C. On an annual basis, the Co-Brokers shall provide their brokerage commission fee collected in the prior year (if applicable to this Agreement) and the specific calculation that determines the percentage that arrived at such payment. Further, Co-Brokers shall provide their projected brokerage commission for the upcoming contract year.
 7. **Expenses.** Costs and expenses associated with travel and expenses incurred by the Co-Brokers on the performance of duties performed in the performance of its obligations

in this Agreement shall be the sole responsibility of each Co-Broker unless specifically agreed upon in advance with the Township in writing.

8. **Business Registration Certification.**

Pursuant to N.J.S.A. 52:32-44, the Township is prohibited from entering into a contract with an entity unless the contractor, and each subcontractor that is required by law to be named in a 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 Co-Brokers shall provide the Township 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 Co-Brokers, who in turn, shall provide it to the Township prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the Co-Brokers shall not enter into a contract with a subcontractor unless the subcontractor first provides the Co-Brokers with a valid proof of business registration.
- (2) the Co-Brokers shall maintain and submit to the Township a list of subcontractors and their addresses that may be updated from time to time.
- (3) the Co-Brokers 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-RBG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the Co-Brokers shall submit to the Township 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.

9. **Termination.**

- A. Either Party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other Party at least one hundred and twenty (120) days prior to the effective date of termination, by certified mail, return receipt requested, specifying the termination date in the written notice.
- B. Notwithstanding the provisions in sub-paragraph (A) above, the Township may terminate this Agreement upon the happening or occurrence of any one of the following events:
1. Suspension or termination of the Co-Broker's insurance license in the State of New Jersey;
 2. The Co-Broker's participation in any fraud; or
 3. The Co-Broker's unfitness or failure to properly perform its duties and responsibilities hereunder because of neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in this sub-paragraph (B) shall become effective upon the delivery of written notice of termination to the Co-Broker or at such later time as may be specified in the written notice.

10. **Confidential Information and Related Matters.** The Parties recognize and acknowledge that, in the course of dealings pursuant to this Agreement, the Parties shall be privy to Confidential Information (as hereafter defined). The Parties further acknowledge that the Confidential Information constitutes valuable, secret, special, and unique assets owned and/or controlled by the Co-Brokers and the Township. The Parties covenant and agree that, during the term of this Agreement, they will not disclose the other Party's Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose without the express written approval of the other Party. The Co-Brokers agree that it will not use the Township's Confidential Information except in furtherance of obligations in this Agreement. The term "Confidential Information" includes all information, whether or not reduced to written or recorded form, that is related to the Parties hereto and that is not generally known to competitors nor intended for general dissemination, including but not limited to: (i) customer lists, insurance carriers, accounts and records pertaining thereto; and (ii) prospect lists, policy forms, and/or rating information, expiration dates, information on risk characteristics, information concerning insurance markets for large or unusual risks, and all other types of written information customarily used by the Township or available to the Co-Broker. The Parties covenant to maintain the confidentiality of this information notwithstanding that an employee of either Party may have free access to the information for the purpose of performing their duties, and notwithstanding that employees and contractors who are not expressly bound by

agreements similar to this Agreement may have access to such information for job purposes. The Parties acknowledge that it is not practical, and shall not be necessary, to mark such information as "confidential," not to transfer it by confidential envelope or communication, in order to preserve the confidential nature of the information.

In addition, the Township and the Co-Brokers mutually agree to sign a Business Associate Agreement to further protect Private Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPPA)

11. **Mutual Indemnification.** The Co-Brokers, their successors, assigns, subcontractors, agents, servants, officers, and employees shall each indemnify, defend and hold harmless the Township, its elected officials, officers, employees, servants, and agents from and against any actions, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of the Co-Broker's actions or omissions performed pursuant to this Agreement. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorney's fees, court costs and any other expenses that may be incurred by the Township in connection with any and all claims, demands, suits, action at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Co-Broker's activities pursuant to the rights granted in this Agreement.

The Township shall also indemnify, defend and hold harmless the Co-Brokers, their successors, assigns, subcontractors, agents, servants, officers, and employees from and against any actions, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of the Township's actions or omissions performed pursuant to this Agreement. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorney's fees, court costs and any other expenses that may be incurred by the Township in connection with any and all claims, demands, suits, action at law or equity or otherwise and/or arbitration proceedings which may arise in connection with the Township's activities pursuant to the rights granted in this Agreement.

12. **Waiver.** In the event of any breach of this Agreement by the Co-Brokers is waived in writing by the Township, such waiver shall not constitute a waiver of any subsequent breach by the Township. No failure or delay on the part of any party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, powers, or remedies existing at law, in equity or otherwise.
13. **Notices.** All notices or other correspondence required or permitted to be given in connection with this Agreement shall be in writing and delivered personally, by

electronic transmission, by overnight carrier service or by registered or certified mail to the parties at the following address, or other address as provided by the parties in writing:

If to the Co-Brokers: Alamo Insurance Group, Inc.
55 Flanagan Way
Secaucus, New Jersey 07094
Attn: Luis Alamo

Brown & Brown Metro, LLC
56 Livingston Avenue
P.O. Box 369
Roseland, New Jersey 07068
Attn: Dominick Cinelli

With a copy to:
Brown & Brown, Inc. 300 N Beach Street
Daytona Beach, FL 32114
Attn: Legal Department
Email: legal.notice@bbins.com

If to the Township: Township of North Bergen
4233 Kennedy Boulevard
North Bergen, New Jersey 07047
Attn: Janet Castro, Township Administrator

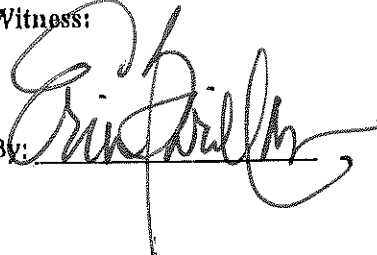
14. **Assignment.** The Co-Brokers shall not assign or transfer any of its rights under this Agreement without the Township's prior written consent. Said consent shall not be unreasonably withheld or delayed.
15. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto.
16. **Force Majeure.** In the event that performance by either Party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either Party, whether such occurrence by an act of God such as lightening, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof.
17. **Neutral Construction.** In the event of any dispute concerning the construction or interpretation of this Agreement, this Agreement shall be construed neutrally and without regard to events of authorship or negotiation, each party having been given the opportunity to be represented by independent counsel of its own choosing.

18. **Incorporation.** The Township's Request for Qualifications and any addenda, the Co-Brokers' responses to the Request for Qualifications, and the Township's January 12, 2024 Resolution authorizing this Agreement are hereby incorporated by reference.
19. **Integration.** This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.
20. **Amendments.** This Agreement shall not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.
21. **Severability.** The terms, conditions, covenants, and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
22. **Compliance.** The Co-Brokers shall comply with all laws, ordinances, rules, regulations, requirements and directives of federal, state or municipal governments applicable to and affecting the scope of services contracted for under this Agreement. Moreover, the Co-Brokers shall comply with all applicable existing Township ordinances as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.
23. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of New Jersey.
24. **Jurisdiction and Venue.** Any controversies or disagreements arising out of, or relating to this Agreement, or breach thereof, shall be resolved in the Hudson County Vicinage of the Superior Court of New Jersey.
25. **Precatory Phrases.** The precatory phrases ("whereas clauses") are not mere recitals, but are specifically agreed to by the parties and are incorporated herein by reference.
26. **Paragraph Headings.** The paragraph heading and designations used throughout this Agreement have been inserted solely for convenience in reference and shall in no way be taken to limit or extend the natural and proper construction or meaning of the language employed within the paragraph.
27. **Authorization.** By executing this Agreement, each signatory represents that he or she is a party or has been duly authorized by a party to sign on the party's behalf.

28. **Attestation.** The Co-Brokers represent and warrant that they have carefully read each and every provision of this Agreement and that it fully understands all of the terms and condition contained in each provision of this Agreement. The Co-Broker's further represents and warrants that it has entered into this Agreement voluntarily, of its own free will, without any pressure or coercion from any person or entity including, but not limited to, the Township.
29. **Records Retention.** Pursuant to N.J.A.C. 17:44-2.2, the Co-Brokers shall maintain all documentation related to products, transactions or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
30. **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, the Co-Brokers agree to the terms of the Mandatory Affirmative Action Language set forth in Exhibit A. Upon the execution of this Agreement, the Co-Brokers will submit a Federal Affirmative Action Plan Approval, a Certificate of Employee Information Report or a Complete Affirmative Action Employee Information Report (AA 302).
31. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. A signature affixed by a party to a counterpart of this Agreement and delivered by electronic transmission is valid, binding and enforceable against such party.

IN WITNESS WHEREOF, each Party has executed this Agreement by its duly authorized representative and made this Agreement effective as of the day and year first above written.

Witness:

By: 

Alamo Insurance Group, Inc.

Township of North Bergen

By: 
Janet Castro, Administrator

Brown & Brown Metro, LLC

By: 
Alamo
1/25/24

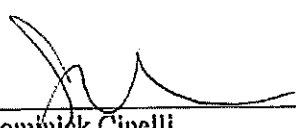
By: 
Dominick Cinelli

EXHIBIT A

MANDATORY AFFIRMATIVE ACTION LANGUAGE

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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 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 or representative or 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 contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27