

UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

(732) 382-9400

FAX (732) 382-5862

RESOLUTION NO.: 26-2016

DATE: March 16, 2016

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY REAPPOINTING ECONOMIC PLANNING GROUP AS THE AUTHORITY'S BROKER OF RECORD FOR GROUP LIFE INSURANCE, AD&D INSURANCE, AND GROUP SHORT AND LONG TERM DISABILITY INSURANCE AND TO PROVIDE CONSULTANT SERVICES IN CONNECTION WITH THE AUTHORITY'S PERSONNEL BENEFITS PROGRAMS.

APPROVED AS TO FORM:

Joseph C. Bodek
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</i>	✓		✓			✓	
<i>Criscione</i>	✓		✓				
<i>Jackus</i>	✓		✓				
<i>Kahn</i>	✓		✓				✓
<i>Kennedy</i>	✓		✓				
<i>People</i>		✓					
<i>Scutari</i>	✓		✓				
<i>Erdos, Vice Chair</i>	✓		✓				
<i>Eastman, Chair</i>	✓		✓				
<i>Lombardo, Alternate No. 1</i>	✓		✓				
<i>McManus, Alternate No. 2</i>	✓						

**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY
REAPPOINTING ECONOMIC PLANNING GROUP AS THE
AUTHORITY'S BROKER OF RECORD FOR GROUP LIFE INSURANCE,
AD&D INSURANCE, AND GROUP SHORT AND LONG TERM
DISABILITY INSURANCE AND TO PROVIDE CONSULTANT SERVICES
IN CONNECTION WITH THE AUTHORITY'S PERSONNEL BENEFITS
PROGRAMS.**

WHEREAS, the County of Union, New Jersey has previously adopted, and amended from time to time, the Union County District Solid Waste Management Plan in accordance with the New Jersey Solid Waste Management Act for the purpose of managing the disposal and/or recycling of solid waste generated in Union County; and

WHEREAS, the Union County Board of Chosen Freeholders has designated the Union County Utilities Authority (the "Authority"), in accordance with the Solid Waste Management Act, to serve as the implementing agency for its District Solid Waste Management Plan; and

WHEREAS, in order to carry out the stated purposes and goals for which the Authority was created, as well as the powers granted by the Municipal Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq., and to continue to provide certain benefits to the Authority's employees, the Authority requires specialized insurance and deferred compensation benefits consultant and brokerage services in connection with the Authority's personnel benefits programs and activities to be provided from February 10, 2016 through to the Authority's annual reorganization meeting currently scheduled for February 8, 2017; and

WHEREAS, the Authority believes it to be necessary and desirable to name Economic Planning Group as the broker of record for certain life and disability insurance policies currently in effect as set forth further herein below, and to continue to provide consultant and brokerage services in connection with the Authorities personnel benefits programs and activities, the compensation for which services are in the form of a commission payable by the insurance company(ies) through which the policies are written and not by the Authority.

NOW, THEREFOR BE IT RESOLVED, by the Union County Utilities Authority, as follows:

1. The Authority hereby designates Economic Planning Group as the Authority's Broker of Record for the following insurance policies and providers:

Policy / Provider:

- a. Group Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance / Standard Life Insurance Co.
- b. Group Short Term and Long Term Disability Insurance / Metropolitan Life Insurance Co.

2. The authorization to act as the Authority's broker of record shall be in effect upon adoption of this resolution through to the Authority's annual reorganization meeting currently scheduled for February 8, 2017, or until a new broker of record is authorized by the Authority.
3. The Authority hereby awards a contract to Economic Planning Group to provide life and disability insurance and deferred compensation consultant and brokerage services in connection with the Authority's personnel benefits programs and activities during the time period covering February 10, 2016 through February 8, 2017
4. The Authority authorizes the Chairman and the Executive Director to execute a Contract with Economic Planning Group in a form substantially similar to the form of contract attached hereto.
5. The Authority's Executive Director is further authorized to execute any and all other documents necessary to effectuate and otherwise carry out the intent of this Resolution.
6. This Resolution shall take effect immediately.

CONTRACT FOR PROFESSIONAL INSURANCE SERVICES

BY AND BETWEEN

UNION COUNTY UTILITIES AUTHORITY

AND

ECONOMIC PLANNING GROUP

THIS CONTRACT, dated as of **MARCH _____**, 2016 by and between the **UNION COUNTY UTILITIES AUTHORITY** with its principal offices located at 1499 Routes 1&9 North, Rahway, New Jersey 07065 (hereinafter referred to as "Authority") and **ECONOMIC PLANNING GROUP** (hereinafter also referred to as "Consultant"), with offices located at 333 Thornall Street, Suite 9B, Edison, New Jersey 08837:

WITNESSETH:

WHEREAS, the Authority wishes to engage Economic Planning Group, as Consultant for the purposes hereinafter described in Paragraph 1, Scope of Services; and

WHEREAS, Economic Planning Group has agreed to provide professional insurance broker services related to the Authority's insurance needs and other related activities as set forth in the aforesaid Scope of Services; and

WHEREAS, Economic Planning Group is qualified and experienced in these areas of insurance services,

NOW THEREFORE, the parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. **SCOPE OF SERVICES:** Economic Planning Group, hereby agrees to perform, (unless otherwise directed by the Authority) life and disability insurance and deferred compensation consultant and brokerage services in connection with the Authority's personnel benefits programs and activities. Such services shall include but not be limited to insurance broker services and other insurance consulting services as required by the Authority.

2. **PERSONNEL**

a) Economic Planning Group, represents that they have or will secure at their own expense, all personnel required in performing the services under this Contract.

b) Personnel shall not be employees of or have any other contractual relationship with the Authority.

c) All of the services required hereunder will be performed by Economic Planning

Group, under the direct supervision of Edmund A. Palmieri and all personnel engaged in the work shall be fully qualified.

d) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Authority.

3. **TIME OF PERFORMANCE:** It is understood and agreed by and between the parties hereto, that this Contract shall be for a period commencing February 10, 2016 and continuing through the Authority's next reorganization meeting in February 2017, during which time Economic Planning Group, agrees to perform their services in such sequence as to assure their expeditious completion in light of the purpose of this Contract.

4. **COMPENSATION:** For applicable insurance coverages and deferred compensation benefits programs hereinafter authorized and procured by the Authority, the Consultant shall receive as compensation the normal commissions paid by the insurance company. No compensation shall be paid to the Consultant by the Authority for any of the services to be provided in connection with this Contract.

5. **SERVICE & DOCUMENT AVAILABILITY, CONFORMANCE & APPROVAL:**

All services rendered and documents prepared by Economic Planning Group, shall strictly conform to all laws, statutes and ordinances and the applicable rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies, in effect when the services are rendered and the documents are prepared.

All of the services required of Economic Planning Group, by the Authority shall be performed to the satisfaction of, and with the approval of, the Authority, which approval shall not be unreasonably withheld.

Economic Planning Group covenants and agrees to have available, upon request, at the Authority, their books and records for inspection by appropriate officials covering the charges, fees and costs under this Contract.

6. **DOCUMENT OWNERSHIP:** All plans, records, reports, calculations, contracts, and all other documents pertaining to the work required hereunder and prepared or obtained by Economic Planning Group, in the performance of this Contract shall, be the absolute property of the Authority.

7. **TERMINATION:** The Authority reserves the right to terminate this Contract, at its sole discretion, by giving at least ten (10) days prior written notice to Economic Planning Group, of such termination and specifying the effective date therefore.

8. **ASSIGNMENT:** This Contract shall not be assigned or assignable, either by action of Economic Planning Group, or by law.

9. **ERRORS AND/OR OMISSIONS:** The Authority reserves the right to deny payment of the part of any fee which is based on an increase in costs in the preparation of documents or services resulting from an error or omission of Economic Planning Group

10. **INDEMNIFICATION:** Economic Planning Group, shall indemnify, defend and hold harmless the Authority, its members, officers, directors and employees from and against any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned, in whole or in part, by Economic Planning Group's negligent act or omission, or the negligent act or omission of Economic Planning Group's agents, sub-consultants, employees or servants, arising from the discharge of Economic Planning Group,'s' responsibilities pursuant to this Contract.

11. **LITIGATION:** In the event the Authority becomes involved in any litigation with third parties concerning or relating in any way to Economic Planning Group's services, whether such litigation occurs during or after the term of the Contract, Economic Planning Group, agrees, at no additional fees other than the hourly rates called for under this Contract, to make its members and employees available to the Authority, to consult, assist and cooperate in any such litigation to the extent such consultation, assistance and cooperation may be required by the Authority.

12. **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION:** See Exhibit A which is attached hereto and made a part hereof.

13. **FIRM HISTORY:** Economic Planning Group represents that no corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of said Economic Planning Group, has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

14. **AUTHORITY REPRESENTATIONS AND WARRANTIES:** The Authority represents and warrants that this Contract has been duly authorized by its board membership, and when executed by its Chairman or Vice Chairman shall be valid and binding upon the Authority and shall be in full force and effect.

15. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

16. **SEVERABILITY:** A waiver or breach of any term condition or covenant by either party shall not constitute a waiver or breach of any other term condition or covenant. If any court of competent jurisdiction declares a provision of the Contract to be invalid, illegal or otherwise unenforceable, the remaining provisions of the contract shall remain in full force and effect.

17. **INSURANCE:** Economic Planning Group shall maintain the following insurance coverage during the term of this Contract, and provide a Certificate of Insurance to the Authority evidencing same: Comprehensive Liability, Property/Casualty (\$2 million aggregate/\$1million per occurrence) (unless similar level of Umbrella coverage are present); Workers Compensation (statutory limits); Professional Malpractice (\$2 million aggregate/\$1 million per occurrence) naming the Authority as an additional insured.

18. **AMERICANS WITH DISABILITIES ACT COMPLIANCE:** See Exhibit B, which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Authority has caused these presents to be duly executed and Economic Planning Group, have caused these presents to be duly executed, as of the day and year first above written.

ATTEST:

UNION COUNTY UTILITIES AUTHORITY

By: _____

By: _____

ROY EASTMAN
Chairman

(SEAL)

By: _____

DANIEL P. SULLIVAN
Executive Director, UCUA

ECONOMIC PLANNING GROUP

By: _____

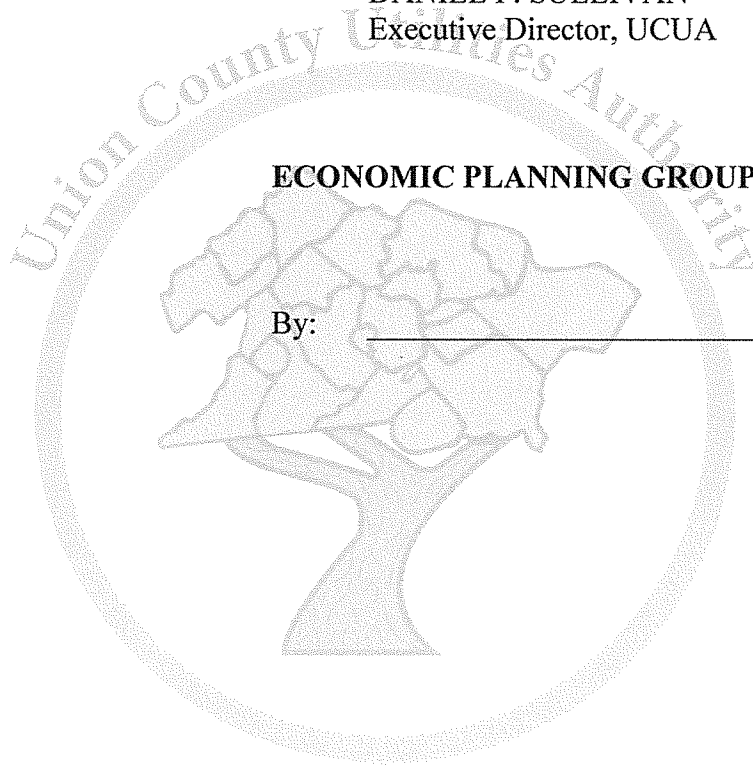


EXHIBIT A

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.

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 Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Contractor and the Authority do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority's grievance procedure, the contractor agrees to abide by any decision of the Authority, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the contractor shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this paragraph.

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.