



# UNION COUNTY UTILITIES AUTHORITY

1499 Routes 1 & 9, North, Rahway, New Jersey 07065

(732) 382-9400

FAX (732) 382-5862

RESOLUTION NO.: 38 -2013

DATED: June 19, 2013

**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY  
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES  
CONTRACT FOR SPECIALIZED INSURANCE AND DEFERRED  
COMPENSATION BENEFITS CONSULTANT AND BROKERAGE  
SERVICES.**

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
<b>Badri</b>	✓		✓				
<b>Eastman</b>	✓		✓			✓	
<b>Erdoş</b>	✓		✓				
<b>Huff</b>	✓		✓				
<b>Kennedy, Secretary</b>	✓		✓				✓
<b>Kulish</b>	✓		✓				
<b>People, Treasurer</b>	✓		✓				
<b>Kahn, Vice Chairman</b>	✓		✓				
<b>Jackus, Chairman</b>	✓		✓				
<b>Bonanno, Alternate No. 1</b>	✓						
<b>Lombardo, Alternate No.2</b>	✓						

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**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., the Authority periodically reviews its programs and professional service provider needs and has determined that it will require specialized insurance and deferred compensation benefits consultant and brokerage services relating to and in furtherance of the Authority's personnel benefits programs; and

**WHEREAS**, based upon the review and recommendation by Authority's Executive Director and the PPI Committee that the firm--Economic Planning Group--is qualified to perform the consulting and professional services described below and in the attached form of Contract, the Authority desires to enter into a contract with such firm to provide the services described therein.

**NOW, THEREFOR BE IT RESOLVED**, by the Union County Utilities Authority, that:

1. 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, to provide 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 June 19, 2013 through to the Authority's annual reorganization meeting currently scheduled for February 12, 2014.
2. The aforementioned services are to be provided to the Authority by Economic Planning Group at no cost to the Authority.
3. This appointment constitutes an award for professional and consulting services not subject to the public bidding requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., inasmuch as the appointee is authorized and regulated by law to provide the aforementioned services and/or the services are special in nature and require knowledge and training of an advanced type, which each of said firms and individuals possesses.
4. The Authority's Clerk shall publish an appropriate notice of award of this contract to the extent required by New Jersey law.
5. 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 **June 19, 2013**, 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.

b) For any insurance coverages authorized by the Authority to be placed outside the Fund, the Consultant shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the JIF's assessment in computing the fee outlined in paragraph 1(a).

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 13, 2013 and continuing through the Authority's next reorganization meeting in February 2014, 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.

**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:**

By: Joao M. da Silva

(SEAL)

**UNION COUNTY UTILITIES AUTHORITY**

By: Edward Jackus  
EDWARD JACKUS  
Chairman

By: Daniel P. Sullivan  
DANIEL P. SULLIVAN  
Executive Director, UCUA

**ECONOMIC PLANNING GROUP,**

By: [Signature]

**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.

EXHIBIT A (Cont)

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

