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THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a Municipal Corporation of the State of New Jersey, 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter called "**CITY**", and **CORPORATE EMPLOYEE BENEFITS, LLC**, located at 1413 Arctic Avenue, Suite 3, Atlantic City, NJ 08401, hereinafter called "**BROKER**", pursuant to Resolution No. 240 adopted by the Council of the City on April 12, 2017, a copy of which is attached hereto and made a part hereof.

WHEREAS, the City requires the services of Broker to provide the City with Broker of Record for City Health coverage, in the areas of Prescription, Dental and Vision Insurance Coverage for a period not to exceed **ONE YEAR FROM APRIL 12, 2017**, the City has the discretion to extend the contract one year.

WHEREAS, Broker has the necessary qualifications and expertise to perform such services for the City;

NOW, THEREFORE, pursuant to Resolution duly approved, the parties agree as follows:

1. The City hereby retains the services of Broker for a period not to exceed **ONE YEAR FROM APRIL 12, 2017**, for the purpose of providing such insurance services as may from time to time be requested by the City Business Administrator. Broker agrees to provide such services for compensation of a flat fee of **FIFTY THOUSAND DOLLARS (\$50,000.00)** paid by the City of Atlantic City net any commission received from the vendor to be paid in twelve (12) equal installments. Broker shall provide along with the monthly invoice a statement setting forth any commission received or earned from any vendor providing the City with any type of health insurance coverage. All commission received or earned that exceeds Broker's flat fee to be paid by the City shall be remitted to the City.

2. Broker represents that there will be no other costs to the City

associated with this contract.

3. The Business Administrator shall upon thirty (30) day written notice have the right to terminate this nonexclusive Agreement for any reason in his sole discretion. In the event of said termination Broker shall be entitled to the amount due for services up until the time of said termination net of commission received or earned.

4. The contract documents which comprise the contract between the City and the Contractor are as follows:

- a. This Agreement and Request for Proposal (RFP)
- b. Broker's Proposal.
- c. Resolution to award Contract.

All documents are attached hereto and made part of this Agreement. However, if a conflict exists between the terms and conditions of this Agreement and Request for Proposal (RFP) and the attached proposal, the Agreement and Request for Proposal (RFP) shall supersede and control.

5. Broker recognizes and agrees that this Contract is entered into in reliance on the personal and professional skills of named Broker, and agrees that all services to be rendered in fulfillment of this Contract shall be provided directly by Broker or by such brokers associated with Broker as shall be approved by the Business Administrator.

6. Broker shall require the vendor to submit to the Personnel Director a bill for the annual premium of the health insurance policies, and said bills shall be paid by the City, upon the approval of the Personnel Director and the Business Administrator. At the discretion of the Personnel Director and Business Administrator the Broker shall be required to submit documentation supporting the annual premium as deemed necessary.

7. The billings shall be in such detail as the Business Administrator shall require, including but not limited to the setting forth in detail the policy term, the type of insurance, accounting from provider of commissions paid if any, and the name of the broker providing the service.

8. Broker, along with recommendations shall provide the City with all proposals received by vendors in response to Broker's request for proposals. Upon request from the City, Broker's recommendation for various Medical Insurance Coverage shall be provided to the City within (30) days of request. Upon request and at the discretion of the City, the City may grant an extension of time for Broker to provide the aforementioned recommendations.

9. All matters assigned to Broker shall be handled in accordance with the usual standard of confidentiality and privacy shown by Broker. Broker shall make no public comment on cases or matters in Broker's care. Broker shall report on the conduct, status, prospects, and recommended resolution of all matters directly and exclusively to the Business Administrator or his delegate, except as otherwise directed in writing by the Mayor, Business Administrator, City Solicitor or as required.

Broker, while representing the City, shall not file suit against the City.

10. Broker shall be required to assist the City in review of internal policies and assist in the implementation of policies to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11. Broker's contact with the City, unless otherwise directed, shall be Cynthia Lindsay, Comptroller for the City and Assistant City Solicitor, Michael J. Perugini, Esquire. All correspondence shall be directed to their attention at:

Cynthia Lindsay, Comptroller
City of Atlantic City of Atlantic City
1301 Bacharach Boulevard, Suite 308
Atlantic City, NJ 08401
Tel. (609) 347-5602
Fax (609) 347-5493

Michael J. Perugini, Esquire
City of Atlantic City of Atlantic City
1301 Bacharach Boulevard, Suite 406
Atlantic City, NJ 08401
Tel. (609) 347-5540
Fax (609) 347-5210

12. Broker shall provide the City with training, education and advise as to Health Care Reform and PPACA and also provide the City with a schedule of training and reporting requirements as it relates to employee health benefits.

13. Without limiting the foregoing, the Broker shall, at its own expense, maintain during its performance under this Agreement insurance policy or policies, written with an insurance company or joint insurance fund currently admitted in New Jersey, in at least the following types and amounts:

- | | |
|--------------------------|-----------------------|
| (a) Workers Compensation | Statutory |
| (b) Public Liability | \$500,000/\$1,000,000 |
| (c) Property Damage | \$500,000 |
| (d) Errors & Omissions | \$1,000,000 |

Broker shall further provide the CITY with certificates of Insurance stating that the CITY is an "ADDITIONAL NAMED INSURED WITH RESPECT TO LIABILITY COVERAGES AFFORDED BY THE POLICY". Broker shall also provide to the CITY evidence of Worker's Compensation Insurance to cover all workers involved in any work contemplated under this agreement.

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Broker acknowledges that he/she cannot commence or continue to represent the City or incur any expenses that would cause the contract amount to be exceeded without first receiving prior written authorization from the Business Administrator. Additionally, the City requires a 30 day notice setting forth an estimate of the fees and costs anticipated whenever a request is made for a Change Order that would cause the contract amount to be exceeded.

Further, the City will not accept invoices representing services and expenses that were performed or incurred outside or beyond the contract end date.

Any work not specifically authorized may be rejected for payment at the discretion of the City.

POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to **Corporate Employee Benefits, LLC** based on the merits and abilities of **Corporate Employee Benefits, LLC** to provide the goods or services as described herein. **Corporate Employee Benefits, LLC**, its subsidiaries, assigns or principals controlling in excess of 10% of the company attest and certify that they are not in violation of New Jersey Pay to Play laws N.J.S.A. 19:44A-20.4, et seq. or Election Law Enforcement Commission N.J.S.A. 19:44A-8 or 19:44A-16 that would affect its eligibility to perform this contract. The "BROKER" must comply with "Local Unit Pay-to-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c. 51) and City of Atlantic Ordinance No. 11 of 2011 establishing that business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Atlantic City.

The Broker represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and

made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

The Broker cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

The within Agreement is effective as of the date of the Mayor's signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

Paula Geletei
Paula Geletei, City Clerk

Donald A. Guardian
Donald A. Guardian, Mayor

DATE: 5/17/17

WITNESS:

CORPORATE EMPLOYEE BENEFITS, LLC

Vanessa Monroe

Curtis M. Lackland

Date: 5.09.17

CURTIS M. LACKLAND
(PLEASE PRINT NAME ABOVE)

The within Agreement approved as to form and execution.

Date: 5-16-17

By: Michael J. Perugini
Michael J. Perugini
Deputy City Solicitor

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 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 of 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 (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.

Company Name: Corporate Employee Benefits, LLC

Name: CURTIS M. LACKLAND

Title: 100% Managing Partner

Signature: Curtis M Lackland

Date: 5/19/17

STATE OF New Jersey)
) ss.
COUNTY OF ATLANTIC)

I CERTIFY that on MAY 09, 2017, personally came before me CURTIS M. LACKLAND, a principal of the Limited Liability Corporation, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is a principal of CORPORATE Employee Benefits, LLC (the limited liability corporation named in this document);
- (b) this person has the power and authority to sign this document on behalf of the limited liability corporation;
- (c) this document was signed and delivered by the limited liability corporation as its voluntary act duly authorized by a proper action of the principals of the limited liability corporation; and
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on Curtis M. Lackland
Principal

5/9/17, 2017

[Signature]
Notary Public of
(Seal attached)

LILLIAN M. HYDZEWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 11, 2018

Resolution of the City of Atlantic City

No. 240

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Human Resources /s/ Doreen Tucker

Prepared by City Solicitor's Office

Council Members MARSH & SHABAZZ present the following Resolution:

RESOLUTION TO AWARD A CONTRACT TO CORPORATE EMPLOYEE BENEFITS, LLC, AS BROKER OF RECORD FOR HEALTH INSURANCE SERVICE

WHEREAS, the City of Atlantic City from time to time requires city health insurance, in areas of prescription, dental, and vision for the protection and advancement of its interests, which services may best be secured under a Contract for Broker of Record for Health Insurance; and

WHEREAS, the City of Atlantic City having a need to hire a Broker of Record for Health Insurance services. The City has advertised for and received Proposals for Broker of Record under a fair and open process; and

WHEREAS, proposals were received on Tuesday, January 24, 2017 for Broker of Record for Health Benefits. Proposals were received from the following vendors:

1. Brown & Brown Metro LLC
2. Capital Benefits, LLC
3. Corporate Employee Benefits, LLC
4. Fairview Insurance Agency Associates, Inc.

WHEREAS, a committee was established to review the proposals recieved.

WHEREAS, the costs associated with each proposal lowest to highest are as follows:

Corporate Employee Benefit - \$50,000/year
Brown & Brown Metro, LLC - \$65,000/year
Fairview Insurance Association - \$140,000/year
Capital Benefits, LLC - (Did not submit a lump sum proposal as requested)

WHEREAS, CORPORATE EMPLOYEE BENEFITS, LLC shall complete and submit a Business Entity Disclosure Certification which certifies that CORPORATE EMPLOYEE BENEFITS, LLC has not made any reportable contributions to a political or candidate committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will CORPORATE EMPLOYEE BENEFITS, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the anticipated term of this contract is one year effective April 12, 2017; and

WHEREAS, CORPORATE EMPLOYEE BENEFITS, LLC has submitted a proposal indicating they will provide insurance coverage for services as the Broker of Record with compensation to be a FIFTY THOUSAND DOLLARS (\$50,000.00) flat fee net of any commission received paid by the City of Atlantic City net of any commission received by the vendor; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.5(d) an evaluation/recommendation report has been filed with the Clerk's Office and made available to the public 48 hours prior to award; and

WHEREAS, this agreement is contingent on and subject to State approval; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is duly authorized to execute and the City Clerk to attest a contract to be approved as to form and execution by the City Solicitor, which contract shall provide for the purchase of Broker of Record of insurance services from CORPORATE EMPLOYEE BENEFITS, LLC located at 1413 Arctic Avenue, Suite 3, Atlantic City, New Jersey 08401 for a term of; and

BE IT FURTHER RESOLVED that a Certificate form the Chief Financial Officer is attached to this Resolution, showing availability of funds and specifying the line item appropriation form the 2017 Budget to satisfy the aforementioned.

BE IT FURTHER RESOLVED that a Public Notice of this Resolution shall be published in THE PRESS at least once pursuant to the requirements of N.J.S.A. 40A:11-1, et seq., as amended.

SH May 5, 2017 9:56 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
CHENG	X						MARSH	X					X
DELGADO				X			RANDOLPH	X					
GILLIAM				X			SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
							SMALL, PRESIDENT				X		
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: APRIL 12, 2017

/s/ Paula Geletei, City Clerk