

**COUNCIL OF THE BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

**RESOLUTION
RESOLUTION NO. 2026-51**

**TITLE: APPOINTMENT OF MUNICIPAL HEALTH BENEFITS
CONSULTANT: BROWN & BROWN METRO, LLC**

WHEREAS, the Borough of Englewood Cliffs requires professional consulting and brokerage services in connection with its employee health and dental benefits programs; and

WHEREAS, the Borough solicited proposals for a Municipal Health Benefits Consultant pursuant to Request for Proposals (RFP) No. 25-07, in a fair and open process in accordance with N.J.S.A. 19:44A-20.5; and

WHEREAS, the procurement was conducted in accordance with the Local Public Contracts Law, including N.J.S.A. 40A:11-5(1)(m) and N.J.S.A. 40A:11-5(1)(ii); and

WHEREAS, proposals were received and evaluated, and Brown & Brown Metro, LLC submitted a proposal determined to be the most advantageous to the Borough, price and other factors considered; and

WHEREAS, Brown & Brown Metro, LLC's proposal provides that:

- health benefits consulting services are provided to the Borough at no direct cost, with no compensation paid by the Borough for services related to the State Health Benefits Program; and
- dental benefits brokerage services are compensated through standard carrier commission percentages, paid by the insurance carrier and not directly by the Borough;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Englewood Cliffs, County of Bergen, State of New Jersey, that Brown & Brown Metro, LLC is hereby appointed as the Borough's Municipal Health Benefits Consultant pursuant to a fair and open award in accordance with N.J.S.A. 19:44A-20.5 and the Local Public Contracts Law; and

BE IT FURTHER RESOLVED, that the compensation structure for said services shall be as set forth in the proposal submitted in response to RFP No. 25-07, with no direct cost to the Borough for health benefits consulting services and carrier-paid commissions applicable to dental benefits; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute any agreement or documents necessary to effectuate this appointment, consistent with the terms of the proposal and applicable law.

CERTIFICATION

I hereby certify that this resolution, consisting of 2 pages, was adopted at the Reorganization Meeting of the Borough Council of the Borough of Englewood Cliffs, held on this 4th day of January 2026.

	Moved	Second	Ayes	Nays	Abstain	Absent
Biegacz			✓	✓		
Liang	✓		✓	✓		
Patel		✓	✓	✓		
Kapsaskis			✓	✓		
Lee			✓	✓		
Koutroubas			✓	✓		
Mayor Park						



Mark Park
Mayor



Beauty Nadim,
RM/CMB
Municipal Clerk

PROFESSIONAL SERVICES AGREEMENT
MUNICIPAL HEALTH BENEFITS CONSULTANT

THIS AGREEMENT, made this ___ day of _____, 2026(notwithstanding the actual date of execution), by and between

BOROUGH OF ENGLEWOOD CLIFFS, A Municipal Corporation of the State of New Jersey, County of Bergen, having its principal office at 482 Hudson Terrace, Englewood Cliffs, New Jersey 07632 (hereinafter the "Borough")

and

BROWN & BROWN METRO LLC, a Company located at 1201 New Road, Suite 230, Linwood, NJ 08221(hereinafter "Consultant").

WITNESSETH

WHEREAS, the Borough is authorized to engage a Municipal Health Benefits Consultant to represent the Borough with respect to Medical and Dental Health Care Benefits; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 known as the "Local Pay to Play Law", the Borough has adopted the fair and open process; and

WHEREAS, the Borough has determined that **Consultant**, has qualified pursuant to the fair and open process; and

WHEREAS, on January 4, 2026, **Consultant** was appointed by the Borough as its Municipal Health Benefits Consultant; and

WHEREAS, the Borough and the Consultant desire to execute the within Agreement setting forth the legal services to be rendered by the Consultant to the Borough, and the compensation to be paid for such services in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of terms, covenants and conditions hereinafter set forth herein, the Borough and the Consultant agree as follows:

Section 1. CONSULTANTS SERVICES

A. Consultant agrees to perform all the professional legal services set forth in this Section 1 as follows:

i. Ongoing review, analysis and recommendations to improve the cost, fit, plan design and functionality of all health-related benefits programs

- ii. Marketing, including all duties required, including preparation of RFPs and other supporting documentation to assist the Borough when selecting vendors to provide necessary services.
- iii. Ongoing oversight and performance review of the Borough's selected vendors for health-related benefits programs for the duration of this agreement; and
- iv. Provide all available statistical, performance, and financial reporting available to the Borough, including benchmarking the Borough's performance against similar employers, local, regional and national trends
- v. Provide recommendations for modification of plan design to improve the effectiveness of the Borough's health-related benefits programs.
- vi. Provide underwriting evaluations as required to establish budgets, validate vendor cost projections, establish COBRA rates and other cost estimates as required.
- vii. Review and validate all health-related benefits programs contracts.
- viii. Provide consulting and expert support to assist the Borough in complying with all state and federal regulations, filing reports, required of public entities, and assisting the Borough during the collective bargaining process.
- ix. Assist the Borough in conducting audits required to validate member enrollment and eligibility.
- x. Provide online and printed information for members regarding their benefits and direct assistance resolving member questions, concerns, and service problems.
- xi. Attend all meetings and provide support as required, including assistance with budget planning, evaluation and impact of rate changes to health benefits costs and premiums, and provide reasonable projected renewal figures during the process.
- xii. Provide all other services as set forth in Consultant's response to request for proposals.

Section 2. COMPENSATION

There are no direct costs or compensation paid by the Borough for services related to the State Health Benefits Program. Dental benefits brokerage services are compensated through standard carrier commission percentages, paid by the insurance carrier and not directly by the Borough.

Section 3. METHOD OF PAYMENT

All payments to the Consultant shall be in accordance with the procedures delineated by the insurance carrier.

Section 4. TERM OF ENGAGEMENT

(a) The term of this Agreement shall expire on December 31, 2026, until a replacement is selected. All services rendered by the Consultant prior to the date of this Agreement are hereby ratified and confirmed.

(b) It is further understood that this Agreement is subject to termination by either party in accordance with the applicable laws of the State of New Jersey.

Section 5. PROHIBITION AGAINST ASSIGNMENT

The rights of Consultant hereunder shall not be assigned, sublet or transferred by Consultant, either in whole or in part, without the consent of the Borough.

Section 6. AFFIRMATIVE ACTION

During the performances of this contract, Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. The Consultant 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, national origin, ancestry, marital status 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 Consultant agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the public agency officer setting forth provisions of this nondiscrimination clause;

(b) The Consultant will, in all solicitations or advertisements

for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, national origin, ancestry, marital status or sex.

(c) The Consultant 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 worker's representative of the Consultant's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) The Consultant agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The Consultant agrees to attempt to be in good faith employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals of the affirmative action office pursuant to N.J.A.C. 17:27-5.2, promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;

(f) The Consultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The Consultant agrees to revise any of its testing procedures, if necessary and applicable, to assure that all personnel testing confirms 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; and

(h) The Consultant 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, national origin, ancestry, marital status or sex, and

confirm with the applicable employment goals, consistent with the statutes and court decision of the State of New Jersey and applicable Federal law and applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

Section 7. AVAILABLE FUNDING

The Borough represents that it has sufficient funds available to it in its applicable budget to pay the amount set forth in Section 2 above.

Section 8. COMPLIANCE WITH ELECTIONS TRANSPARENCY ACT

The Consultant agrees to comply with the terms and conditions of the Elections Transparency Act of New Jersey.

Section 9. NOTICES

All notices given pursuant to the Agreement shall be in writing and delivered by mailing same, by regular mail, to the respective parties at the addresses set forth below:

Borough of Englewood Cliffs
482 Hudson Terrace
Englewood Cliffs, NJ 07632

Brown & Brown Metro LLC
1201 New Road, Suite 230
Linwood, NJ 08221

Section 10. COMPLIANCE WITH LAW

The Borough shall not impose duties or constraints of any kind upon the Consultant which would require the Consultant to infringe upon or violate the Rules of Ethics governing the conduct of lawyers, any rules governing the courts of the State of New Jersey, or any ordinance, administrative regulation of statute.

The Consultant agrees to abide by the Rules of Ethics governing the conduct of Consultants, and all statutes, ordinances, administrative regulations, and rules governing the courts of the State of New Jersey relating to the performance of his duties as Consultant.

The Consultant shall provide, in a timely manner as required by law, to the Borough the following fully executed and completed forms:

- (a) Political Contribution Disclosure Form as required by N.J.S.A. 19:44A-20.26.
- (b) Certificate of Employee Information Report as required by

N.J.A.C. 17:27-1.1; and

(c) State of New Jersey Business Registration Certificate and such other forms and disclosures as may be required.

Section 11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement, other than agreed upon fee adjustments, may only be altered by a written amendment signed by both parties and approved by resolution duly adopted by the Mayor and Borough Council.

Section 12. LAWS CONSTRUING AGREEMENT

This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Borough, by Resolution duly adopted, has caused this Agreement to be approved and executed, and Consultant has caused this agreement to be executed this day and year first above written.

ATTEST:



Beauty Nadim, Clerk

BOROUGH OF ENGLEWOOD CLIFFS

By: 
Mark Park, Mayor

BROWN & BROWN METRO LLC

WITNESS:

By:
