RESOLUTION 2026-300

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MARSH AGENCY REGARDING HEALTH BENEFITS INSURANCE QUOTE

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(m), the Township may negotiate and award contracts for insurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services (N.J.A.C. 5:34-2.1); and

WHEREAS, the Township is seeking quotes from Marsh Agency as to employee health benefit insurance, with the objective to obtain more competitive pricing for said employee health benefit insurance; and

WHEREAS, the Marsh Agency requires certain information from the Township which it deems necessary to prepare said proposale; and

WHEREAS, so as to protect Township employees' privacy and personal information, the Township required Marsh Agency to enter into a Confidentiality Agreement as to said personal information; and

WHEREAS, the Township Committee desires to authorize the execution of said Confidentiality Agreement with Marsh Agency so as to be able to obtain a potentially cost-saving quote for employee health benefits.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

r|m|s|h|c
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

1. That the governing body does hereby authorize the execution of a Confidentiality Agreement with Marsh Agency in a form acceptable to the Township Attorney.
2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to, respectively, the Confidentiality Agreement with Marsh Agency. The Interim Township Administrator is also authorized to execute said Confidentiality Agreement.
3. That a certified copy of this resolution be provided to the Interim Township Administrator, Chief Financial Officer, Township Attorney and Marsh Agency.

CERTIFICATION

I, KELLY LETTERA, CMC, RMC, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **12th** day of **November, 2026.**

KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

r|m|s|h|c
Rothstein, Mandell, Strohm, Halm & Cipriani, P.A
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

MARSH AGENCY

Confidentiality Agreement

This CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of _____, 2026_ ("Effective Date") by and between Marsh Agency ("Marsh Agency"), and Township of Little Egg Harbor, New Jersey (the "Company"). Marsh Agency and the Company shall each be referred to as a "Party" and collectively as the "Parties".

WHEREAS, the Parties desire to enter into discussions with each other in connection with the evaluation of potential future business transactions between the Parties (the "Business Purpose"), and in order for the discussions to be meaningful, it will be necessary for a Party (in such capacity, the "Disclosing Party") to release certain Confidential Information (as defined below) to the other Party (in such capacity, the "Receiving Party").

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. "Confidential Information" shall mean all information (including written or electronic information) which is disclosed to the Receiving Party in connection with the Business Purpose, and including all trade secrets, financial data, financial projections, strategies, marketing plans, unpublished information, products, projects, plans, customer lists, records, reports, analyses, notes, memoranda, documentation, data, specifications, diagrams, statistics, systems or software, manuals, business plans, operational information or practices, processes, contractual arrangements with, and information about, the Disclosing Party's suppliers, distributors and customers, or other information that are based on, contain or reflect any such Confidential Information. All information received from the Disclosing Party shall be considered Confidential Information if it is specifically designated as proprietary and confidential or if it would appear to the reasonable person to be confidential or proprietary in nature. The Receiving Party acknowledges that any personally identifiable information, relating to the Disclosing Party's current or former employees, officers, directors, contractors, agents, or other personnel (collectively, "Personnel Information") disclosed or made available under this Agreement is Confidential Information. Notwithstanding the foregoing, each Party shall limit its requests and disclosures to the minimum Personal Information that is necessary to complete the Business Purpose. Confidential Information shall not include: (a) information which is or becomes publicly available other than as a result of a violation of this Agreement; (b) information which is or becomes available on a non-confidential basis from a source which is not known to the Receiving Party to be prohibited from disclosing such information; (c) information which was legally in the Receiving Party's possession prior to disclosure by the Disclosing Party; or (d) information which is developed by or for the Receiving Party independently of the Disclosing Party's Confidential Information. The Receiving Party agrees that money damages may not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

The Receiving Party shall implement and maintain appropriate administrative, technical, and physical safeguards designed to protect Personnel Information against cybersecurity threats and security incidents, and shall use Personnel Information solely for the purposes expressly authorized under this Agreement.

2. **Indemnification and Hold Harmless.** To the fullest extent permitted by applicable law, the Receiving Party shall indemnify, defend, and hold harmless the Disclosing Party and its affiliates, and each of their respective officers, directors, employees, and agents, (collectively, the "Protected Parties"), from and against any and all third-party claims, demands, actions, proceedings, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees arising out of or relating to any actual unauthorized access to, acquisition, use, disclosure, loss, or compromise of Personnel Information while in the possession or control of the Receiving Party or any of its affiliates, employees, agents, contractors, or service providers, including any cyberattack, ransomware incident, data breach, or other cybersecurity incident, but only **to the extent caused by or attributable to** (a) the Receiving Party's breach of this Agreement; (b) the Receiving Party's failure to implement or maintain the safeguards required by this Agreement or applicable law; or (c) the negligence, gross negligence, willful misconduct, or other wrongful act or omission of the Receiving Party or any person or entity acting on its behalf.

2.3. Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than to complete the Business Purpose. Confidential Information shall be held in confidence by the Receiving Party and shall not be disclosed without prior written consent of the Disclosing Party, except to those employees, directors, officers or agents of the Receiving Party (the "Agents") with a need-to-know the Confidential Information for the purposes of completing the Business Purpose. The Receiving Party shall use the same degree of care to protect the Confidential Information as it employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standards. Notwithstanding the foregoing, Marsh Agency may share the Company's Confidential Information with carriers, intermediaries and related parties in furtherance of the Business Purpose. In addition Marsh Agency may include, on a de-identified basis, information relating to Company's insurance program in benchmarking, modeling and other analytics offerings.

~~3.~~4. Required Disclosure. In the event that the Receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement, if permitted by law, so that the Disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, the Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines is consistent with the scope of the subpoena or demand. The Receiving Party will provide reasonable cooperation to the Disclosing Party and its legal counsel with respect to performance of the covenants undertaken pursuant to this Section 3.

~~4.~~5. Return or Destruction. At any time upon the Disclosing Party's written request, the Receiving Party shall return or destroy, at the Disclosing Party's option, all written Confidential Information, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, the Receiving Party, and the Receiving Party and its Agents shall not retain any copies of such written Confidential Information; provided, however, that Confidential Information may be retained by the Receiving Party to the extent that retention of such Confidential Information is necessary to comply with the Receiving Party's internal document retention policies aimed at legal, corporate governance or regulatory compliance and any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement.

~~5.~~6. Term. ~~The obligations in this Agreement commence effective as of Effective Date of this Agreement and will survive for a period of two (2) years from the date the~~ Confidential ~~Information is received by the Receiving Party~~ The Receiving Party's obligations under this provision shall survive the expiration or termination of this Agreement for so long as the Receiving Party or any person or entity acting on its behalf retains, possesses, controls, or processes any Personnel Information received under this Agreement, and thereafter to the extent necessary to address any claim, loss, liability, or expense arising from an incident occurring during such period.

~~6.~~7. Non-Waiver. No waiver of any provision of this Agreement shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

~~7.~~8. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of New Jersey.

~~8.~~9. Entire Agreement; Amendment; Assignment. This Agreement constitutes the full and entire agreement between the Parties regarding the confidentiality of the Confidential Information. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

~~9.~~10. Severability. If any provision, paragraph or subparagraph of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, such adjudication shall not affect the validity of the remainder of this Agreement, including any other provision, paragraph or subparagraph. Each provision, paragraph and subparagraph of this Agreement is separable from every other provision, paragraph and subparagraph and constitutes a separate and distinct covenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

MARSH AGENCY

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first set forth above.

MARSH AGENCY

By: *Terence Wall*

Name: Terence Wall
Title: Associate Vice President - Public Entities
Date: October 15, 2026

TOWNSHIP OF LITTLE EGG HARBOR, NEW JERSEY

By: _____

Name: Kelly Lehrer
Title: Interim Business Admin/ Twp Clerk