RESOLUTION 2026-301

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING EXECUTION OF AN AGREEMENT WITH PROFESSIONAL BENEFIT CONSULTANTS 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 Professional Benefit Consultants as to employee health benefit insurance, with the objective to obtain more competitive pricing for said employee health benefit insurance; and

WHEREAS, the Professional Benefit Consultants requires certain information from the Township which it deems necessary to prepare said proposal, so as to have a meaningful response to the RFP; and

WHEREAS, so as to protect Township employees' privacy and personal information, the Township required Professional Benefit Consultants 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 Professional Benefit Consultants 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 Professional Benefit Consultants 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 Professional Benefit Consultants. 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 Professional Benefit Consultants.

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.
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Confidentiality Agreement

This CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of 11/05, 2026 ("Effective Date") by and between PROFESSIONAL BENEFIT CONSULTANTS ("PBC") and Township of Little Egg Harbor, New Jersey (the "Township"). PROFESSIONAL BENEFIT CONSULTANTS and the Township shall each be referred to as a "Party" and collectively as the "Parties".

WHEREAS, as part of providing a meaningful response to the Township's Request for Proposals for Insurance Consultant/Employee Benefits Consultation/Brokerage Services for Medical/Dental/Prescription/Vision Coverage, PBC requested certain personnel and employee information from Township; and

WHEREAS, in order to protect the privacy of Township employees' personal information, PBC must agree to certain provisions to protect said information.

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 PBC in connection with the proposed response to Township's Request for Proposals for Insurance Consultant/Employee Benefits Consultation/Brokerage Services for Medical/Dental/Prescription/Vision Coverage (the "Business Purpose"), including personal information, personally identifiable information, sensitive personal information, employment information, payroll information, benefits information, identification information, or other information relating to the Township's current or former employees, officers, directors, contractors, agents, or other personnel. All information received from the Township shall be considered Confidential Information if it is specifically designated as personal and confidential or if it would appear to the reasonable person to be confidential or personal in nature. PBC acknowledges that any personal information, personally identifiable information, sensitive personal information, employment information, payroll information, benefits information, identification information, or other information relating to the Township'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. PBC agrees that money damages may not be a sufficient remedy for any breach of this Agreement and that the Township 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.

PBC 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 PBC shall indemnify, defend, and hold harmless the Township and its affiliates, and each of their respective current and former officers, directors, employees, agents, representatives, and other personnel (collectively, the "Protected Parties"), from and against any and all third-party claims, demands, actions, proceedings, damages, losses, liabilities, judgments, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs of investigation, arising out of or relating to any actual or reasonably suspected unauthorized access to, acquisition, use, disclosure, loss, or compromise of Personnel Information while in the possession or control of PBC or any of its affiliates, employees, agents, contractors, or service providers, including any cyberattack, ransomware incident, data breach, or other cybersecurity incident, to the extent caused by or attributable to (a) PBC's breach of this Agreement; (b) PBC'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 PBC or any person or entity acting on its behalf.

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 PBC and shall not be disclosed without prior written consent of the Township, except to those employees, directors, officers or agents of PBC (the "Agents") with a need-to-know the Confidential Information for the purposes of completing the Business Purpose. Notwithstanding the foregoing, PBC may share the Township's Confidential Information with insurance carriers, intermediaries and related parties in furtherance of the Business Purpose.

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

5. Return or Destruction. At any time upon the Township 's written request, PBC shall return or destroy, at the Township'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, PBC, and PBC and its Agents shall not retain any copies of such written Confidential Information.

6. Term. PBC 's obligations under this provision shall survive the expiration or termination of this Agreement for so long as PBC 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.

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.

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 law provisions. Any disputes resulting in litigation between the Parties shall be conducted in the applicable court of jurisdiction in the State of New Jersey.

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.

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.

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

PROFESSIONAL BENEFIT CONSULTANTS

By: _____

Name: Terence Flynn
Title: President

TOWNSHIP OF LITTLE EGG HARBOR, NEW JERSEY

By: _____

Name: Kelly Ketterer
Title: Interim BA/Clerk