

**AGREEMENT FOR SERVICES AS BROKER OF RECORD**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of September, 2021 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” party of the first part, and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, located at 25 Fairview Avenue, Verona, County of Essex and State of New Jersey, hereinafter referred to as “BROKER,” party of the second part.

**WITNESSETH THAT:**

**WHEREAS**, the TOWNSHIP prepared and issued a Request for Qualifications for Proposals for Professional Services for an Insurance Broker to provide brokerage services for 2021 (the “RFQ”); and

**WHEREAS**, in response to the TOWNSHIP’S RFQ, on September 8, 2021, BROKER SUBMITTED a response with the following proposed commission rates: (i) Benecard Prescription – not to exceed 2.73%; (ii) Delta Dental – 3% Graded Commission Schedule – Standard; (iii) Self-Insured Medical – not to exceed 1.5% of max plan costs; (iv) Medicare Advantage – 6%; and (v) Municipal Joint Insurance Fund – 7% Risk Management Fee per guidelines of Garden State Municipal JIF received has determined that it is in the best interests of the TOWNSHIP to retain the services of BROKER to provide services as the Township’s broker of record with respect to all risk management and insurance coverage;

**WHEREAS**, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of BROKER to provide services as the Township's broker of record with respect to all risk management and insurance coverage;

**NOW, THEREFORE**, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of BROKER for the period January 1, 2021 through December 31, 2021.

2. The terms and conditions of the Township's RFQ, annexed hereto as Exhibit "A," and BROKER'S response, annexed hereto as Exhibit "B" are incorporated herein as part of the terms and conditions of this Agreement. In the event that a particular term or condition of the RFQ conflicts with a term or condition set forth in BROKER'S response, the RFQ shall govern over the term or condition in the BROKER'S response.

3. BROKER will in all instances be paid in the form a negotiated broker fee from the Third-Party Administrator or the insurance carrier and will never be paid directly by the TOWNSHIP.

4. BROKER will not impose any additional consulting fees or charges upon the TOWNSHIP.

5. BROKER will in all instances accept the negotiated broker fee paid from the Third-Party Administrator or the insurance carrier as payment in full.

6. BROKER shall be responsible for brokering self-insured medical coverage through the Third-Party Administrator.

7. BROKER shall be responsible for brokering dental and prescription drug coverage through an insurance carrier

8. BROKER is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

9. During the term of this agreement, BROKER shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. BROKER shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, BROKER shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject

to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

12. Broker and Township agree that West Orange Mayor Robert D. Parisi has not been involved in any aspect of this Agreement, including, but not limited to, solicitation, negotiation, consideration or award of this Agreement.

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

**TOWNSHIP OF WEST ORANGE**

ATTEST:

\_\_\_\_\_  
KAREN J. CARNEVALE, R.M.C

By:\_\_\_\_\_  
JOHN K. SAYERS,  
BUSINESS ADMINISTRATOR

WITNESS:

**FAIRVIEW INSURANCE AGENCY  
ASSOCIATES, INC.**

\_\_\_\_\_

By:\_\_\_\_\_