

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT entered into this 20th day of December, 2022 , between the **Township of West Orange** (hereinafter referred to as GOVERNING BODY and **Foundation Risk Partners Corp. dba Fairview Insurance Agency Associates** (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by the Garden State Municipal Joint Insurance Fund, and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by GOVERNING BODY at a meeting held on - December 20, 2022, and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a. Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.
 - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY' S authorization, place such coverages outside the FUND.
 - d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insurer, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.

- f. Review the GOVERNING BODY' S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.
- g. Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the GOVERNING BODY and the FUND.
- h. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT' S involvement does not include the work normally done by a public adjuster.
- i. Perform any other risk management related services required by the FUND.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

a. 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 ensure that equal opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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.

b. 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.

c. The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. 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.

e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and 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.

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h. In conforming with the targeted 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, race, 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.

i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a. The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to seven percent (7%) of the GOVERNING BODY' S annual assessment as promulgated by the JIF. Said fee shall be paid to the CONSULTANT by the JIF within thirty (30) days of payment of the GOVERNING BODY' S assessment.
- b. For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the brokerage commissions paid to the CONSULTANT will come from the insurance company. The premiums for said policies shall not be added to the JIF' s assessment in computing the fee outlined in 2(a).

3. The term of this Agreement shall be for three (3) years.

ATTEST:

FOR MEMBER:

Karen J. Carnevale, R.M.C.

John O. Gross, Business Administrator

ATTEST:

CONSULTANT:

**FAIRVIEW INSURANCE AGENCY
ASSOCIATES**