

CONSULTANT SERVICES AGREEMENT

THIS **CONSULTANT SERVICES AGREEMENT** (this "Agreement"), effective July 1, 2023 (the "Effective Date"), is made by and between **RED BANK BOUROUGH SCHOOL DISTRICT** ("District"), and the Shrewsbury office of **BROWN & BROWN BENEFIT ADVISORS, INC.** ("Consultant").

Background

District wishes to retain Consultant to perform certain advisory insurance services as described in this Agreement. Consultant wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Consultant is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Consultant by the District, Consultant will provide services to the District as an insurance consultant. District acknowledges that Consultant, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. District expressly consents to such relationship, if applicable, in the rendition of services by Consultant under this Agreement.

3. **Consultant Services.** Consultant, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"). **Nothing in this Agreement shall be construed to impose any obligations on Consultant, or limitations on Consultant's compensation, relative to services other than as specifically delineated above.**

4. **District Responsibilities.** In consideration of the Services provided by Consultant, District agrees as follows:

(a) District shall cooperate fully with Consultant and the insurance companies with whom Consultant solicits in the performance of Consultant's obligations under this Agreement.

(b) District shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information,

necessary for the effectuation of insurance coverage at the request of Consultant. District further agrees to provide Consultant with notice of any material changes in District's business operations, risk exposures or in any other material information provided under this Agreement. In addition, District shall carefully read each insurance policy issued to District in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. District is responsible for recommending any changes to insurance policies issued to District.

5. **Compensation.** In consideration of the Services, District shall compensate Consultant as set forth in Schedule B (the "Consultant Services Fee"). With regard to the Consultant Services Fee, District and Consultant acknowledge and agree as follows:

(a) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by District upon request.

(b) District acknowledges and agrees that the Consultant Services Fee is reasonable in relation to the Services to be provided by Consultant hereunder.

6. **Confidentiality.** To the extent consistent with performances of Consultant's duties under this Agreement, Consultant and District agree to hold in confidence Confidential Information (defined below). District acknowledges, however, that Consultant will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance

intermediaries. “**Confidential Information**” means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party’s business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party’s existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party’s knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Consultant or District become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. Termination.

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, District may terminate this

Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Consultant’s insurance license in the State of New Jersey if not cured by Consultant within sixty (60) days following such suspension or termination; (ii) Consultant’s participation in any fraud; or (iii) Consultant’s material failure to properly perform its duties and responsibilities hereunder because of Consultant’s gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Consultant may terminate this Agreement upon the happening of any one of the following causes: (i) District’s failure to pay any Consultant Services Fee more than five (5) days after such payment is due; (ii) District’s participation in any fraud; or (iii) District’s material failure to properly perform its duties and responsibilities hereunder because of District’s gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release District from any accrued obligation to pay any sum to Consultant (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to District:

Red Bank Borough School District
76 Branch Avenue
Red Bank, NJ 07701
Attn: Valery Petrone
Email: petronev@rbb.k12.nj.us

If to Consultant:

Brown & Brown Benefit Advisors
1129 Broad Street, Suite 204
Shrewsbury, New Jersey 07702
Attn: Lou Della Penna, Jr.
Email: lou.dellapennajr@bbbrown.com

With a copy to:

Brown & Brown, Inc.
300 N. Beach Street
Daytona Beach, FL 32114
Attn: Legal Department

or such other address as either shall give to the other in writing for this purpose. Please note that any payments of compensation associated with this Agreement may be required to be sent to another address as indicated in Schedule B.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **New Jersey Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Monmouth County, New Jersey.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE

OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of District and Consultant by their respective duly authorized representatives.

[Remainder of page intentionally left blank – Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

Red Bank Borough School District
a New Jersey municipal School District

By: 
Name: Valery Petrone
Title: Interim Business Administrator /
Board Secretary

CONSULTANT:

Brown & Brown Benefit Advisors, Inc.
a New Jersey corporation

By: 
Name: LOU DENAPENNA JR
Title: EVP

SCHEDULE A

CONSULTANT SERVICES

Subject to the terms of this Consultant Services Agreement, Consultant shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) Medical;

- a. Facilitate, market and procure quotes from carriers; review and analyze quotes and provide proposals for review by Board.
- b. Review and analyze the Board's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Board's insurance program.
- c. Provide reasonable budget estimates during the budgeting process.
- d. Provide specialized knowledge and creative guidance for all phases of the collective bargaining processes related to the entire employee benefits program, including arbitration, mediation and fact finding. Consultant will attend any meetings necessary at the Board's request.
- e. Attend Board of Education or negotiations committee meetings as required.
- f. Prepare and provide customized, comprehensive guide on employee benefits negotiations options, including benefit design, new hire language, waiver/opt out options and financial analysis of such changes. Assist District Administration and/or employees with any issues related to claims or billing disputes with the insurance carriers.
- g. Coordinate educational opportunities through webinars and seminars to provide industry updates for Board.
- h. Coordinate and attend annual open enrollment meetings as a resource for employees when considering their plan options.
- i. Assist District Administration and/or employees with appeals for escalated claim issues.
- j. Act as a resource for the Board for all issues related to employee benefits.
- k. Incur cost for third party COBRA/Retiree administration.
- l. Provide customized website for Board of Education employees.
- m. Provide insurance related regulatory guidance on topics that impact the Board's insurance program such as Health Care Reform, COBRA, HIPAA, Overage Dependents, FMLA, NJ Family Leave Act, Medicare Part D, and NJ P.L. Chapter 78.
- n. Provide legislative updates related to employee benefits.
- o. As part of our services, we educate your staff about PPACA (Patient Protection and Affordable Care Act) with specific emphasis on compliance with all the regulation and more importantly identifying any potential fine exposure to minimize the risk of any penalties that can be resolved.

SCHEDULE B

COMPENSATION

Consultant Services Fee:

In consideration of the Services, District shall compensate Consultant **in the amount of TWENTY-FOUR THOUSAND DOLLARS AND 00/100 (\$24,000.00)** (the "Consultant Services Fee"). The Consultant Services Fee shall be fully earned and payable in twelve (12) equal monthly installments in the amount of **TWO THOUSAND DOLLARS and 00/100 (\$2,000.00)**. The first payment shall be due upon the District's execution and delivery of this Agreement and thereafter on the first of every month through the term of this Agreement. PAYMENTS SHOULD BE SENT TO BROWN & BROWN BENEFIT ADVISORS, INC., AT 24 ARNETT AVENUE, SUITE 110, LAMBERTVILLE, NJ 08530