

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT, entered into this 15th day of June, 2016, between the Toms River Regional Schools (hereinafter referred to as GOVERNING BODY and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional Property & Casualty/Workers Compensation Insurance Broker/Consulting services.

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on June 15th 2016, 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 insurance carriers.
 - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried by the GOVERNING BODY.
 - 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. 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.
 - 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 other risk management related services required.

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 \$75,000. Said fee shall be paid in one installment 1st within 30 days of the contract period.

3. The term of this Agreement shall be for one (1) year.

ATTEST:

Wendy E. Saxton

FOR MEMBER:

[Signature]

ATTEST:

[Signature]

CONSULTANT:

[Signature]

**FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.**

Michael Graham, C.O.O.

FIRST ADDENDUM
TO RISK MANAGEMENT CONSULTANT'S AGREEMENT
DATED JUNE 15, 2016

THIS First Addendum dated as of July 11th, 2016 (the "First Addendum") is hereby integrated into and forms a part of the Risk Management Consultants Agreement dated June 15, 2016, by and between **TOMS RIVER REGIONAL SCHOOLS** (hereinafter referred to as "GOVERNING BODY") and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.** (hereinafter referred to as the "CONSULTANT"). Any term or condition of this First Addendum that conflicts with the Risk Management Consultants Agreement (hereinafter referred to as the "CONSULTANT AGREEMENT") shall be superseded and controlled by this First Addendum. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. CONSULTANT shall provide certain Risk Management and Insurance Program Administration services pursuant to Request for Proposal PC1B-01-ARFP, dated March 15, 2016, incorporated herein by reference as though more fully set forth herein, but only in relation to the following lines of insurance (collectively referred to as the "Lines of Insurance"): (a) Excess General Liability; (b) Excess Workers Compensation; (c) Cyber Liability; (d) Pollution; (e) Property; (f) Student Accident; (g) Blanket Crime & Bonds; (h) Excess Automobile Liability; (i) Errors and Omissions Liability; (j) Employer Practice Liability; (k) Student Accident Insurance; (l) Incidental Medical Malpractice Liability; (m) Above Ground Storage Tank Liability and (n) General Liability and Accident for Sailing Club.

2. Compensation. Paragraph 2 of the CONSULTANT AGREEMENT shall be deleted and in its place the following:

In consideration of the Services, GOVERNING BODY shall compensate CONSULTANT the total amount of \$75,000.00 payable in ten (10) equal monthly payments of \$7,500.00 beginning July 1, 2016. The CONSULTANT fee shall be fully earned upon execution of this First Addendum. With regard to compensation provided under this CONSULTANT AGREEMENT and First Addendum and pursuant to Request for Proposal PC1B-01-ARFP, dated March 15, 2016, CONSULTANT and GOVERNING BODY agree as follows:

(a) In the event that CONSULTANT receives commission payments in connection with the placement procurement of the Lines of Insurance for GOVERNING BODY, the amount of such payments will be credited against the balance of the CONSULTANT'S Services Fee owed to CONSULTANT pursuant to this CONSULTANT AGREEMENT and First Addendum. Total compensation to the CONSULTANT for the Services will not exceed \$75,000.00.

(b) *CONSULTANT may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of GOVERNING BODY'S insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of insurance, which may or may not be a company owned by CONSULTANT, or its affiliates. Any payments or allowance paid to the intermediary are not subject to this section, and will not be credited against the balance of the fee owed to CONSULTANT pursuant to this CONSULTANT AGREEMENT or paid to GOVERNING BODY. CONSULTANT agrees where an "intermediary" affiliated owned or controlled by CONSULTANT is utilized to provide insurance coverage, CONSULTANT shall disclose any and all commission payments and allowances and alternative proposals that have been considered and the reasons for selection of the particular "intermediary".*

3. 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 one hundred and twenty (120) 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, GOVERNING BODY may terminate this Agreement upon the happening of any one of the following causes: (1) Suspension or termination of CONSULTANT'S insurance license in the State of New Jersey, which is not cured by CONSULTANT within sixty (60) days following such suspension or termination; (2) CONSULTANT's participation in any fraud; or (3) 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: (1) GOVERNING BODY's failure to pay any CONSULTANT'S Service Fee more than ten (10) days after such payment is due; (2) GOVERNING BODY's participation in any fraud; or (3) GOVERNING BODY's material failure to properly perform its duties and responsibilities hereunder because of GOVERNING BODY's gross neglect, proven dishonesty, or commission of a felony.

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

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

GOVERNING BODY at:

Toms River Regional Schools

1144 Hooper Ave.

Toms River, NJ 08753

Attn: William Doering

Email: wdoering@trschoools.com

Phone: (732) 505-5549

Fax: (732) 473-9168

CONSULTANT at:

Fairview Insurance Agency Associates, Inc.

25 Fairview Avenue

Verona, NJ 07044

Attn: Patricia Holmes

Email: pholmes@fairviewinsurance.com

Phone: (973) 857-0870 Ext. 121

Fax: (973) 857-9131

With a Copy to:

Carluccio, Leone, Dimon, Doyle & Sacks, LLC.

9 Robbins Street

Toms River, NJ 08753

Attn: Stephan R. Leone, Esq., School Board Attorney

Email: srleone@cldds.com AND ljanwich@cldds.com

Phone: (732) 797-1600 Ext. 239

Fax: (732) 797-1690

or such other address as either shall give to the other in writing for this purpose.

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

6. New Jersey Law Applies; Venue. This Agreement has been made and executed in the State of New Jersey and 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 the Superior Court of New Jersey venued in Ocean County, New Jersey.

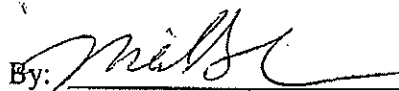
7. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be

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.

IN WITNESS WHEREOF, the parties to this First Addendum have hereunto set their hands and seals the date first written above.

CONSULTANT:

FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.

By: 

Name: Michael Graham

Title: C.O.O.

GOVERNING BODY:

TOMS RIVER REGIONAL SCHOOLS
BOARD OF EDUCATION

By: 

Name: Robert Onofretti JR

Title: President

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2017, between the Toms River Regional School District (hereinafter referred to as GOVERNING BODY and **FAIRVIEW INSURANCE AGENCY ASSOCIATES, INC.**, (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional Property & Casualty/Workers' Compensation Insurance Broker/Consulting services, and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by the governing body of the GOVERNING BODY at a meeting held on June 22, 2017, 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 Insuror, 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.

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:

The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to \$76,125. Said fee shall be paid in ten (10) equal monthly payments of \$7,612.50 beginning July 1, 2017.

3. The term of this Agreement shall be for one (1) year(s).

ATTEST:

Wendy V. Saxton

FOR MEMBER:

[Signature]

ATTEST:

[Signature]

CONSULTANT:

Lawrence H. Leach
FAIRVIEW INSURANCE AGENCY
ASSOCIATES, INC.