

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE February 7, 2023

NUMBER 78-2023

**TITLE: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH FOUNDATION RISK PARTNERS CORP. D/B/A FAIRVIEW INSURANCE AGENCY ASSOCIATES TO RENEW RISK MANAGEMENT SERVICES FOR THE PERIOD OF JANUARY 1, 2023, THROUGH DECEMBER 31, 2023, WITH AN OPTION FOR AN ADDITIONAL YEAR**

**WHEREAS**, the City of Orange Township (“the City”) is a member of the Public Entity Joint Insurance Fund (JIF); and

**WHEREAS**, the City previously awarded a contract for “Professional Services” to Foundation Risk Partners Corp. d/b/a Fairview Insurance Agency Associates (hereinafter referred to as “Fairview Insurance Agency Associates”) in accordance with the non-fair and open process; and

**WHEREAS**, the City desires to renew its agreement with Fairview Insurance Agency Associates to renew an agreement, a copy of which is attached hereto and made a part hereof as if set forth in length herein, to provide professional risk management consulting services as required by the JIF; and

**WHEREAS**, the services provided will, among other things as outline in the agreement, assist the City in identifying certain exposures while recommending various professional methods to reduce, assume or transfer the risk of loss; and

**WHEREAS**, a Certification of Funds in not required, as Fairview Insurance Agency Associates shall be paid a fee of ten percent (10%) of the City’s annual assessment as promulgated by the JIF, with payment being made by the JIF within thirty (30) days of payment of the City’s assessment.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Orange Township, County of Essex, State of New Jersey, as follows:

1. The proper officers of the City of Orange Township hereby authorizes the execution of an agreement with Fairview Insurance Agency Associates for a one (1) year period from January 1, 2023, through December 31, 2023, with an option for an additional year.
2. The City Clerk of City of Orange Township is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Fairview Insurance Agency Associates.
3. This Resolution shall take effect immediately upon final passage according to law.
4. All appropriate City of Orange Township officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.

**Adopted: February 7, 2023**

---

**Joyce L. Lanier**  
**City Clerk**

---

**Tency A. Eason**  
**Council President**

## RISK MANAGEMENT CONSULTANTS AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the **City of Orange Township** (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 PUBLIC ENTITY JOINT INSURANCE FUND (JIF), and;

**WHEREAS**, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by GOVERNING BODY at a meeting held on - \_\_\_\_\_, 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 TEN percent ( 10%) 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 ONE (1) .

**ATTEST:**

**FOR MEMBER:**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**CONSULTANT:**

\_\_\_\_\_

\_\_\_\_\_  
**FAIRVIEW INSURANCE AGENCY  
ASSOCIATES**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Foundation Risk Partners, Corp.**

2 Business name/disregarded entity name, if different from above  
**d/b/a Fairview Insurance Agency Associates**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see Instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1540 Cornerstone Blvd., Suite 230**

6 City, state, and ZIP code  
**Daytona Beach, FL 32117**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

8	1	-	5	1	9	1	7	5	9
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

*Chuck H. Lynch*

Date ▶ 06/01/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** FOUNDATION RISK PARTNERS, CORP.  
**Trade Name:** FAIRVIEW INSURANCE AGENCY ASSOCIATES  
**Address:** 2 AQUARIUM DR, STE 200  
CAMDEN, NJ 08103  
**Certificate Number:** 2116491  
**Effective Date:** March 03, 2017  
**Date of Issuance:** August 25, 2020

**For Office Use Only:**  
20200825162203010