

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 19, 2023

NUMBER 507-2023

TITLE: **RESOLUTION EXERCISING THE OPTION FOR AN ADDITIONAL YEAR 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, 2024 THROUGH DECEMBER 31, 2024.**

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 is exercising the option for an additional 1 (one) year period 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, 2024 through December 31, 2024; which option is set forth in the original contract; and

WHEREAS, the services provided are, among other things outlined in the agreement, and include assisting 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 is 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 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:

Adopted: December 19, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

AMIBRAH

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 - Feb. 7, 2023, 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:

Sharm Wadhvani

FOR MEMBER:

Q. Madan

ATTEST:

Ramuli Vada

CONSULTANT:

Michael Graham
**FAIRVIEW INSURANCE AGENCY
ASSOCIATES**

Michael Graham, COO.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that *Foundation Risk Partners, Corp. dba Fairview Insurance Agency Associates* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City of Orange* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
FRP Parent Corp (100% Common)	780 W. Granada Blvd, Ormond Beach, FL 32174

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

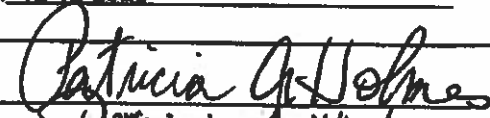
Name of Business Entity: Foundation Risk Partners, Corp. dba Fairview Insurance Agency Associates

Signature of Affiant:  Title: COO

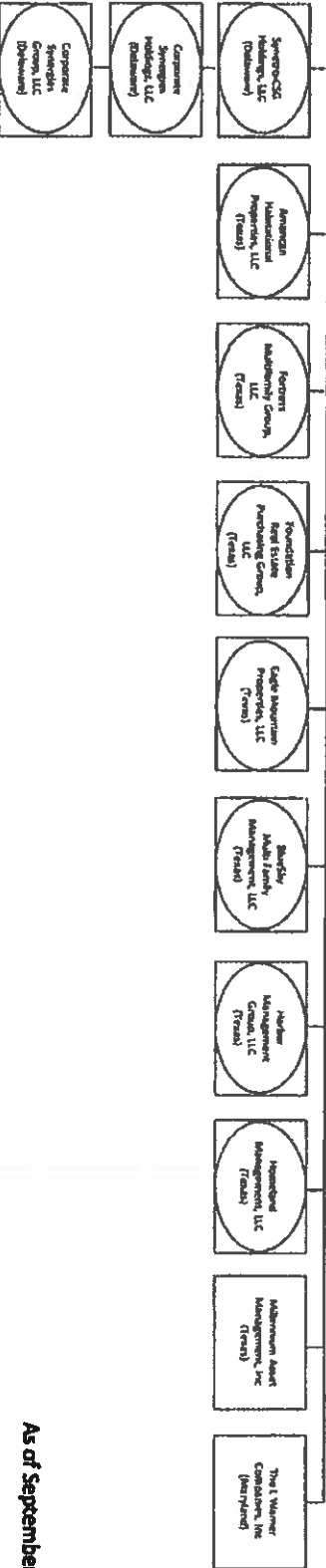
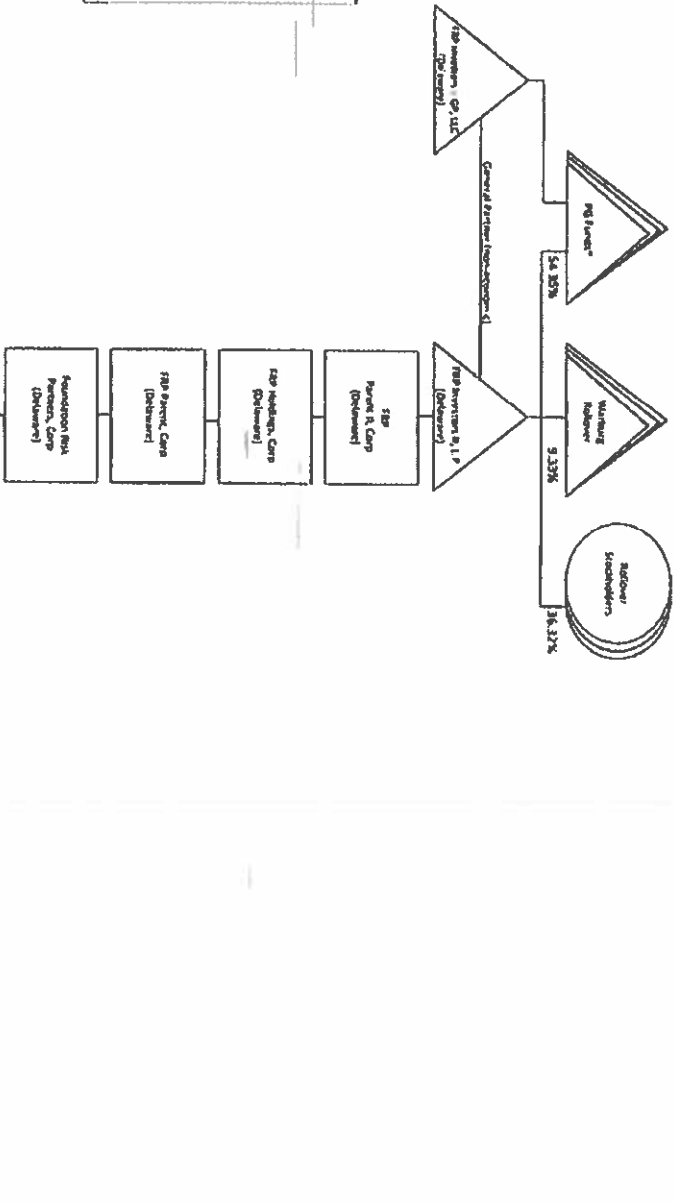
Printed Name of Affiant: Michael Graham Date: 12-12-2023

Subscribed and sworn before me this 12 day of December 2023

My Commission expires: **PATRICIA A. HOLMES**
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 12/11/2027


 (Witnessed or attested by)
Patricia A. Holmes
 (Seal)

FRP Structure



As of September 16, 2022

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# 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.

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

**Fairview Insurance Agency Associates**

Print or type.  
See Specific Instructions on page 3.

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.

**780 W. Granada Blvd.**

Requester's name and address (optional)

6 City, state, and ZIP code

**Ormond Beach, FL 32174**

7 List account number(s) here (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.

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.

Social security number

|  |  |  |   |  |  |   |  |  |  |
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|  |  |  | - |  |  | - |  |  |  |
|--|--|--|---|--|--|---|--|--|--|

OR

Employer identification number

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

## 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 ▶

*Charles H. Lynch*

Date ▶ **09.19.2023**

## 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

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE February 7, 2023NUMBER 78-2023

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
TITLE: 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.

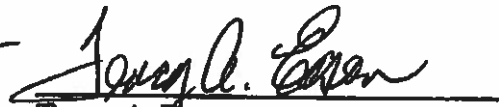
**NOW, THEREFORE, BE IT RESOLVED**, by the City of Orange Township, County of Essex, State of New Jersey, as follows:

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**

A handwritten signature in black ink, appearing to read "Joyce L. Lanier", written over a horizontal line.

**Joyce L. Lanier  
City Clerk**

A handwritten signature in black ink, appearing to read "Tency A. Eason", written over a horizontal line.

**Tency A. Eason  
Council President**

**RESOLUTION NO. 78-2023**

**ON CONSENT AGENDA**

**REGULAR COUNCIL MEETING -- February 7, 2023**

**MOTION TO ADOPT: Coley**

**SECOND: Montague, III**

**YEAS: Coley, Hilbert, Montague, III, Ross & Council President Eason**

**NAYS: None**

**ABSTENTIONS: None**

**ABSENCES: Summers-Johnson & Wooten**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To Ordinance 84-70, et seq.  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

**Foundation Risk Partners, Corp. dba Fairview Insurance Agency Associates** (Contractor)

has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                      |  |
|--------------------------------------|--|
| <b>Dwayne D. Warren, Esq., Mayor</b> |  |
| <b>Hon. Kerry J. Coley</b>           |  |
| <b>Hon. Adrienne K. Wooten</b>       |  |
| <b>Hon. Tency A. Eason</b>           |  |
| <b>Hon. Clifford R. Ross</b>         |  |
| <b>Hon. Quantavia L. Hubert</b>      |  |
| <b>Hon. Jamie Summers-Johnson</b>    |  |
| <b>Hon. Weldon M. Montague</b>       |  |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

| Name of Stock or Shareholder   | Home Address                                               |
|--------------------------------|------------------------------------------------------------|
| FRP Parent Corp. (100% Common) | 1540 Cornerstone Blvd., Suite 230, Daytona Beach, FL 32117 |
|                                |                                                            |
|                                |                                                            |
|                                |                                                            |
|                                |                                                            |
|                                |                                                            |
|                                |                                                            |
|                                |                                                            |


**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: **Foundation Risk Partners, Corp. dba Fairview Insurance Agency Associates**

Signed:  Title: **COO**

Print Name: **Michael Graham** Date: **02-07-2023**

Subscribed and sworn before me the 7 day of February, 2023  (Affiant)  
My Commission expires: Patricia A. Holmes Michael Graham COO  
(Print name & title of affiant) (Corporate Seal)

**PATRICIA A. HOLMES  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/1/2027**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

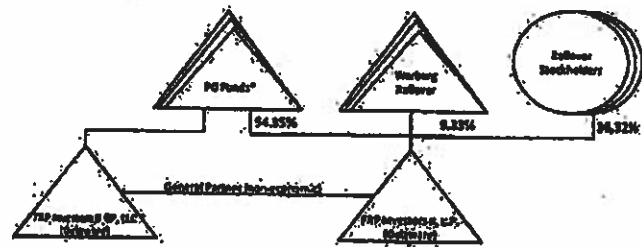
**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



# FRP Structure

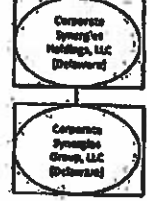
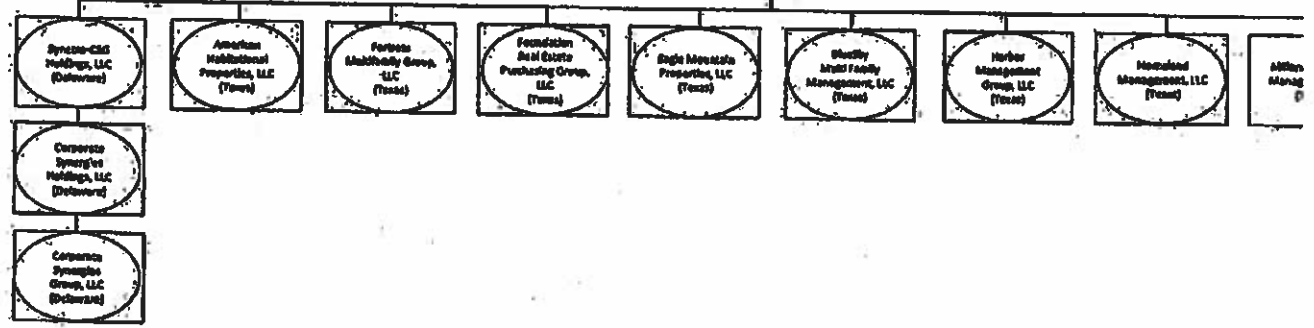
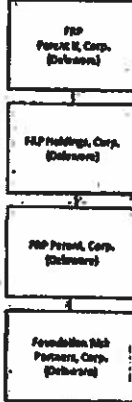


**PG Funds\***

PG Funds is comprised of multiple Partners Group Funds including the following:

- Partners Group Client Access 43, LP, Inc.\*\*
- Partners Group Wangui, LP
- Partners Group NYCA Plan OpCo, LP
- Partners Group - PPP Op. Co., L.P.
- Partners Group Private Equity (Master Fund), LLC

\*\*Partners Group Client Access 43, LP, Inc. owns 50.00% of FRP Investors II, LP, however no entity or person owns more than 25% of FRP Investors II, LP, in the aggregate.



## **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.

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)

8 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.

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.

Social security number

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|  |  |  | - |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|

OR

Employer identification number

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

## 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 ▶ *Chuk H. Lybick* 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