

**RESOLUTION
RISK MANAGEMENT CONSULTANT
GLOUCESTER, SALEM, CUMBERLAND COUNTIES
MUNICIPAL JOINT INSURANCE FUNDS**

R-12-16

WHEREAS, the Mayor and Council of the Borough of Clayton is a member of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, a self insurance pooling fund, and;

WHEREAS, the By-laws of said Fund require that each municipality appoint a Risk Management Consultant to perform various professional services as detailed in the By-laws; and

WHEREAS, the By-laws indicate a fee not to exceed six percent (6%) of the municipal assessment which expenditures represents reasonable compensation for the services required and was included in the cost considered by the governing body; and

WHEREAS, NJSA 40A:11-5(1)(m), specifically exempts the hiring of insurance consultants from competitive bidding as an extraordinary unspecifiable service and;

WHEREAS, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant are clearly an extraordinary unspecifiable service which therefore render competitive bidding impractical;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey does hereby appoint Hardenbergh Insurance Group as its Risk Management Consultant in accordance with 40A:11-5; and

BE IT FURTHER RESOLVED that the governing body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJSA:11-5(1), (a), (i).

ADOPTED, at the reorganization meeting of the Mayor and Council of the Borough of Clayton held on January 7, 2016.

BOROUGH OF CLAYTON



Thomas Bianco, Mayor

ATTEST:



Christine Newcomb
Municipal Clerk

By: _____
Richard J. Hardenbergh

ATTEST:

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the reorganization meeting of the Borough of Clayton, held on January 7, 2016.



Christine Newcomb
Municipal Clerk

"AGREEMENT"
RISK MANAGEMENT CONSULTANT
GLOUCESTER, SALEM, CUMBERLAND COUNTIES
MUNICIPAL JOINT INSURANCE FUND

This agreement, entered into this 7th day of January, 2016,

between the **Borough of Clayton** (hereinafter referred to as Municipality) and **Hardenbergh Insurance Group** (Corporation) of the State of New Jersey, having its principal office at **8000 Sagemore Dr., Suite 8101, Marlton, NJ 08053** (hereinafter referred to as the Consultant).

WHEREAS, the Consultant has offered to the **Municipality** professional risk management consulting services as required in the Bylaws of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund, and

WHEREAS, the **Municipality** desires these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held January 7, 2016;

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

1. The Consultant, for and in consideration of the amount stated hereinafter agrees to provide services to the **Municipality** as follows:
 - A) The Consultant shall assist the **Municipality** in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk loss.
 - B) Assist the **Municipality** in understanding and selecting the various coverages available from the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund.
 - C) Review with the **Municipality** any additional coverages that the Consultant feels should be carried but are not available from the Fund and subject to the Municipality's authorization place such coverages outside the Fund.
 - D) Assist the **Municipality** in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the consultant.
 - E) Review the **Municipality's** assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.
 - F) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives.
 - G) 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.
 - H) Any other services required by the Fund's Bylaws.

2. The term of this agreement shall be for one (1) year from the first day of **January, 2016**, or from the effective date of coverage, unless terminated as hereinafter provided in this agreement.
3. The Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, an amount of **Four Percent (4%)** of the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid within 30 days of payment of the member's assessment. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. For any coverages, authorized by the **Municipality**, to be placed outside of the Fund, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Item 3 above.
5. Either party may cancel this Agreement, with cause, at any time by mailing to the other written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination.

ATTEST: Christine Newcomb

Christine Newcomb, Clerk

ATTEST: John G. Dolan

MUNICIPALITY: Thomas Bianco

Thomas Bianco, Mayor

CONSULTANT: Richard J. Hardenbergh

Richard J. Hardenbergh
Jon Sharp

DATE: 1/16/16

COMPENSATION AND FEES

- HARDENBERGH INSURANCE GROUP WILL BE PAID 4% OF THE BOROUGH'S 2016 ASSESSMENT PROMULGATED BY THE GLOUCESTER, SALEM, CUMBERLAND COUNTIES JOINT INSURANCE FUND FOR THE CONTRACT PERIOD.
- IN ADDITION, FOR ANY COVERAGES AUTHORIZED BY THE BOROUGH TO BE PLACED OUTSIDE THE FUND, HARDENBERGH INSURANCE GROUP SHALL RECEIVE AS ITS FULL COMPENSATION THE STANDARD BROKERAGE COMMISSIONS PAID BY THE INSURANCE CARRIER(S).
- WE WILL DISCUSS THIS FURTHER PROVIDED WE ARE INVITED TO MAKE ORAL PRESENTATIONS.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HARDENBERGH INSURANCE GROUP, INC.

Trade Name:

Address: 8000 SAGEMORE DR STE 8101
MARLTON, NJ 08053

Certificate Number: 0450589

Effective Date: December 26, 1979

Date of Issuance: October 26, 2015

For Office Use Only:

20151026160036351

Certification

6488

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JAN-2009 to 15-JAN-2016

HARDENBERGH INSURANCE GROUP, INC.
8000 SAGEMORE DRIVE, SUITE 8101
MARLTON NJ 08053



Andrew P. Sidamon-Eristoff
State Treasurer

LOCAL PUBLIC CONTRACT LAW
MANDATORY AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR
INDIVIDUALS WITH
DISABILITIES

HARDENBERGH INSURANCE GROUP (CONTRACTOR) AND THE BOROUGH DO HEREBY AGREE THAT THE PROVISION OF TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990 ("THE ACT") (42 U.S.C. 12101 ET SEQ.) WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY BY PUBLIC ENTITIES IN ALL SERVICE, PROGRAMS, AND ACTIVITIES PROVIDED OR MADE AVAILABLE BY PUBLIC ENTITIES, AND THE RULES AND REGULATIONS PROMULGATED PURSUANT THEREUNTO, ARE MADE A PART OF THIS CONTRACT. IN PROVIDING ANY AID, BENEFIT OR SERVICES ON BEHALF OF THE BOROUGH PURSUANT TO THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERFORMANCE SHALL BE IN STRICT COMPLIANCE WITH THE ACT.

IN THE EVENT THAT THE CONTRACTOR, ITS AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS VIOLATE OR ARE ALLEGED TO HAVE VIOLATED THE ACT DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR SHALL DEFEND THE BOROUGH IN ANY ACTION OR ADMINISTRATIVE PROCEEDING COMMENCED PURSUANT TO THIS ACT. THE CONTRACTOR SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS THE BOROUGH, ITS AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL SUITS, CLAIMS, LOSSES, DEMANDS OR DAMAGES OF WHATEVER KIND OR NATURE ARISING OUT OF OR CLAIMED TO ARISE OUT OF THE ALLEGED VIOLATION. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, APPEAR, DEFEND AND PAY ANY AND ALL CHARGES FOR LEGAL SERVICES AND ANY AND ALL COSTS AND OTHER EXPENSES ARISING FROM SUCH ACTION OR ADMINISTRATION PROCEEDING OR INCURRED WITH CONNECTION THEREWITH. IN ANY AND ALL COMPLAINTS BROUGHT PURSUANT TO THE BOROUGH GRIEVANCE PROCEDURE, THE CONTRACTOR AGREES TO ABIDE BY ANY DECISION OF THE TYPE OF ENTITY WHICH IS RENDERED PURSUANT TO SAID GRIEVANCE PROCEDURE. IF ANY ACTION OR ADMINISTRATIVE PROCEEDING RESULTS IN AN AWARD OF DAMAGES AGAINST THE BOROUGH OR THE BOROUGH INCURS ANY EXPENSE TO CURE THE VIOLATION OF THE ADA WHICH HAS BEEN BROUGHT PURSUANT TO ITS GRIEVANCE, THE CONTRACTOR SHALL SATISFY AND DISCHARGE THE SAME AT ITS OWN EXPENSE.

THE BOROUGH SHALL, AS SOON AS PRACTICABLE AFTER A CLAIM HAS BEEN MADE AGAINST IT, GIVE WRITTEN NOTICE THEREOF TO THE CONTRACTOR ALONG WITH FULL AND COMPLETE PARTICULARS OF THE CLAIM. IF ANY ACTION OR ADMINISTRATIVE PROCEEDING IS BROUGHT AGAINST THE BOROUGH OR ANY OF ITS AGENTS, SERVANTS, AND EMPLOYEES, THE BOROUGH SHALL EXPEDITIOUSLY FORWARD OR HAVE FORWARDED TO THE CONTRACTOR EVERY DEMAND, COMPLAINT, NOTICE, SUMMONS, PLEADING, OR OTHER PROCESS RECEIVED BY THE BOROUGH OR ITS REPRESENTATIVES.

IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT ANY APPROVAL BY THE BOROUGH OF THE SERVICES PROVIDED BY THE CONTRACTOR PURSUANT TO THIS CONTRACT WILL NOT RELIEVE THE CONTRACTOR OF THE OBLIGATION TO COMPLY WITH THE ACT AND TO DEFEND, INDEMNIFY, PROTECT AND SAVE HARMLESS THE BOROUGH PURSUANT TO THIS PARAGRAPH.

IT IS FURTHER AGREED AND UNDERSTOOD THAT THE BOROUGH ASSUMES NO OBLIGATIONS TO INDEMNIFY OR SAVE HARMLESS THE CONTRACTOR, ITS AGENTS, SERVANTS, EMPLOYEES AND SUBCONTRACTORS FOR ANY CLAIM WHICH MAY ARISE OUT OF THEIR PERFORMANCE OF THIS AGREEMENT. FURTHERMORE, THE CONTRACTOR EXPRESSLY UNDERSTANDS AND AGREES THAT THE PROVISIONS OF THIS INDEMNIFICATION CLAUSE SHALL IN NO WAY LIMIT THE CONTRACTOR'S

OBLIGATIONS ASSUMED IN THIS AGREEMENT, NOR SHALL THEY BE CONSTRUED TO RELIEVE THE CONTRACTOR FROM ANY LIABILITY, NOR PRECLUDE THE BOROUGH FROM TAKING ANY OTHER ACTIONS AVAILABLE TO IT UNDER ANY PROVISIONS OF THIS AGREEMENT OR OTHERWISE AT LAW.


RICHARD J. HARDENBERGH

DATE: NOVEMBER 11, 2015