

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

R-12-17

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).

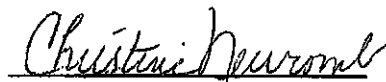
ADOPTED, at the reorganization meeting of the Mayor and Council of the Borough of Clayton held on January 7, 2017.

BOROUGH OF CLAYTON



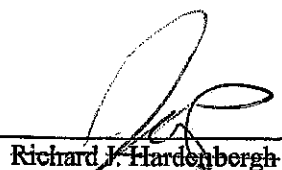
Thomas Bianco, Mayor

ATTEST:



Christine Newcomb
Municipal Clerk

By: _____


Richard J. Hardenbergh
Jon Sharp

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, 2017.



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, 2017,

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 Sagamore 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, 2017;

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, 2017**, 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: Kathleen Miller

MUNICIPALITY: [Signature]

Thomas Bianco, Mayor

CONSULTANT: [Signature]

Richard J. Hardenbergh

Jon Sharp, President

DATE: 1/18/17